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FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. December 15, 2015

10th Floor MAPD Conference Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of regular meeting on December 8, 2015

AWARDS AND PROCLAMATIONS

None

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city clerk prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

None

II. CONSENT AGENDA ITEMS 1 THROUGH 14

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Authorization of the Second Five Year Tax Exemption, JR Custom Metal Products. (District IV)

RECOMMENDED ACTION: Approve the second five-year 32% ad valorem tax exemption for JR Custom Metal Products, Inc.

2. Effluent Water Sales to Spirit AeroSystems.

RECOMMENDED ACTION: Approve the contracts, adopt the resolution and notice of intent, and authorize the necessary signatures including those for the acquisition or granting of easements, utility relocation agreements and all required permits.

3. Request for Resolution of Support for Application for Housing Tax Credits, Peaceful Village Apartments. (District III)

RECOMMENDED ACTION: Adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement

4. State and Federal Legislative (Lobbying) Services Vendor Selection and Agreements.

RECOMMENDED ACTION: Approve the selection of Bright and Carpenter Consulting as the City's state lobbyist for 2016, the selection of Alcalde and Fay as the City's federal lobbyist for 2016, and the respective contracts for each.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. Carole Trapp Housing Member is also seated with the City Council.

Carole Trapp Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 14)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated December 14, 2015.

RECOMMENDED ACTION: Receive and file report; approve the contracts; and authorize the necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2015</u>	<u>(Consumption on Premises)</u>
J Larry Fugate	Pizza Hut**	350 South Ridge Road
J Larry Fugate	Pizza Hut**	550 North West
J Larry Fugate	Pizza Hut**	8977 West Central
<u>Renewal</u>	<u>2015</u>	<u>(Consumption off Premises)</u>
John A Mann	Walgreens #02751***	13534 West Maple
John A Mann	Walgreens #05769***	3333 East Central
John A Mann	Walgreens #06005***	2229 North Maize Road
John A Mann	Walgreens #06113***	1625 South Webb Road
John A Mann	Walgreens #06361***	1330 North Woodlawn
John A Mann	Walgreens #06363***	3770 North Woodlawn

**General/Restaurant (need 50% or more gross revenue from sale of food)

***Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to staff review and approval.

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses:

- a. Community Events - Run in the New Year. (Districts I and VI)
b. Community Events - Hangover Half Marathon and 5K. (Districts I and VI)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

5. Century II Planning and Design Study Amendment No. 2.

RECOMMENDED ACTION: Approve the contract amendment and authorize the necessary signatures.

6. 2016 Narcotic Seizure Fund Budget.

RECOMMENDED ACTION: Adopt 2016 Narcotic Seizure Fund Budget.

7. 2016 Insurance Program.

RECOMMENDED ACTION: Receive, file and ratify the 2016 Insurance Program, subject to minor modifications and verification of coverage details.

8. Municipal Investment Pool Resolution Updating Authorizations.

RECOMMENDED ACTION: Adopt the resolution updating the list of individuals authorized to execute investment transactions within the Municipal Investment Pool and authorize the necessary signatures.

9. Fidelity Bank Authorization Resolution.

RECOMMENDED ACTION: Adopt the resolution updating the list of individuals authorized to execute transactions with Fidelity Bank and authorize the necessary signatures.

10. Payment for Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$15,518.77 as full settlement of all possible personal injury claims arising out of the events which are the subject of this claim and adopt the bonding resolution.

11. Ordinance for the Landfill Post-Closure Fund.

RECOMMENDED ACTION: Place the ordinance on first reading and authorize the necessary signatures.

12. Ordinance Amendment to the Wichita/Sedgwick County Building and Trade Code.

RECOMMENDED ACTION: Approve the proposed amendment to the Wichita/Sedgwick County Building and Trade Code.

13. Second Reading Ordinances: (First Read December 8, 2015)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

14. ***DER2015-00010 - City of Wichita Boundary Resolution.**

RECOMMENDED ACTION: Adopt the Boundary Resolution and authorize the necessary signatures.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Carole Trapp, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

None

**City of Wichita
City Council Meeting
December 15, 2015**

TO: Mayor and City Council

SUBJECT: Authorization of the Second Five-Year Tax Exemption (JR Custom Metal Products) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the second five-year property tax abatement.

Background: On February 3, 2009, the City Council approved an Economic Development Exemption (EDX) property tax exemption for JR Custom Metal Products (JR Custom) located at 2237 S. West Street Court in southwest Wichita for a building expansion. The company invested \$458,280 for a building expansion and projected it would add nine new jobs. Based on the capital investment and job creation, JR Custom qualified for a 32% exemption on real property for a five-plus-five year basis. The company completed its capital investment, exceeded the job creation and is requesting approval of the second five-year tax exemption.

JR Custom is in the Advanced Manufacturing cluster of the Blueprint for Regional Economic Growth (BREG) and is a supplier to several BREG clusters, including aerospace, agriculture and oil and gas.

Analysis: JR Custom designs, manufactures, modifies and repairs high precision custom metal products. JR Custom's products are designed for the automotive, agricultural, general construction, oil, gas and aviation industries. JR Custom focuses its manufacturing capacity on custom and specialty metal products. The company completed a 7,000 square-foot expansion of its production facility and projected the addition of at least nine new jobs over five years with average wages of \$34,075, for a total local employment of 104.

<u>Commitment</u>	<u>Performance</u>
• Construction of building addition	Completed 7,000 square-foot facility
• Create nine new jobs in five years	Created 40 new jobs
• Average annual salary \$34,075	Average annual salary \$39,499

Financial Considerations: Under the City's Economic Development Policy, the company qualifies for a 32% ad valorem tax exemption for an additional five years.

A new cost/benefit analysis was conducted by the Center for Economic Development and Business Research at Wichita State University with the following ratio of benefits to costs:

	Projected	Actual
City of Wichita	3.86 to 1	19.01 to 1
City of Wichita - General Fund	NA	15.32 to 1
Sedgwick County	3.11 to 1	11.66 to 1
USD 259	3.13 to 1	3.13 to 1
State of Kansas	9.42 to 1	618.85 to 1

Approval of the second five-year tax abatement will not affect the existing property taxes that are being generated by the facility. This will amount to \$78,498 in general taxes in 2015.

Legal Considerations: According to the Economic Development Incentive Agreement, approval of the second five-year tax exemption is at the discretion of the City Council.

Recommendations/Actions: It is recommended that City Council approve the second five-year 32% ad valorem tax exemption for JR Custom Metal Products, Inc.

Attachments: None

City of Wichita
City Council Meeting
December 15, 2015

TO: Mayor and City Council

SUBJECT: Effluent Water Sales to Spirit AeroSystems (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the contracts and authorize the necessary signatures.

Background: Spirit AeroSystems approached the City with a proposal to take treated effluent (re-use water) from Wastewater Plant No. 2 for use in the cooling towers and other industrial processes so as to replace a portion of its potable water demand. The City sought a contract for professional services to evaluate the feasibility and routing options of this project from the standpoint of its construction, cost and operation. MKEC was awarded the contract and provided the final routing and cost analysis report in February 2015.

Based on the MKEC analysis, a new pump station is recommended for reliable supply of re-use water to the customer. MKEC noted that additional reliability was recommended by using a new 12-inch pipeline. This option would increase the capacity of the system for future Spirit re-use water demand. The system can deliver more than the 381 million gallons that Spirit would like to purchase each year.

Analysis: Conserving water is an important feature of long-term water supply planning. It is a component of the new water sources plan to provide drought protection through 2060. Current strategies used to aid conservation efforts include the tiered rate structure and the rebate program. This project provides an additional tool to increasing conservation at a cost per gallon conserved roughly equivalent to what has been spent on the current water conservation program.

The Spirit re-use project would ensure that the following goals are being met: 1) no impact to rates; 2) implementation of cost effective conservation; 3) capital project cost borne by user; and 4) City owns and operates the system covered under the City's National Pollutant Discharge Elimination System (NPDES) permit.

To cover the loss of revenue for that portion of Spirit's potable water use replaced by re-use water, funds that would be spent to realize future conservation goals will be used.

Under the attached contract, Spirit will make payments to the City for the sale of re-use water as follows:

- a. A series of fixed monthly charges based on the actual design and construction cost, amortized over a 10-year period, with a 4.5% interest rate.
- b. Re-use water will be billed at \$.50 per 1,000 gallons for a 10-year period, at which time the rate will be adjusted up or down based on the Consumer Price Index (CPI). In no event will the price fall below \$0.50 per 1,000 gallons.

Staff also recommends that MKEC complete the final design and provide construction phase services rather than re-initiate the formal request for proposal (RFP) process. MKEC was selected for the initial Project Feasibility Study by RFP and has performed enough of the concept design that it may continue forward without the need to revisit design or decisions made by the engineer, the City and Spirit. The

environmental sensitivity and permitting requirements for this project lean towards the hiring of a firm that has a strong history in design and construction management for similar projects. Additionally, MKEC has a strong relationship with Spirit and has recently designed improvements on Spirit property adjacent to the final leg of the re-use pipeline. A supplemental design agreement has been prepared for the additional services.

Financial Considerations: The project is estimated to cost \$4,000,000. The project cost includes the initial design contract with MKEC in the amount of \$643,322 and also includes the estimated cost for final design and construction.

It is recommended that the project be funded through the Sewer Utility (SU) Improvement Fund. However, to provide funding flexibility, a Resolution and Notice of Intent have been prepared should bonding of this project become necessary.

Legal Considerations: The contracts, the Resolution and Notice of Intent have been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the contracts, adopt the Resolution and Notice of Intent, and authorize the necessary signatures, including those for the acquisition or granting of easements, utility relocation agreements, and all required permits.

Attachments: Contracts with Spirit AeroSystems and MKEC, Resolution, Notice of Intent and budget sheet.

SUPPLEMENTAL AGREEMENT NO. 1
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 2, 2013
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
MKEC ENGINEERING, INC.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 2, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **RE-USE WATER SUPPLY SYSTEM TO SERVE SPIRIT AEROSYSTEMS** (Project No.448-90601).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

FINAL DESIGN AND CONSTRUCTION PHASE SERVICES
(as per the City of Wichita Standard Construction Engineering Practices)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the not to exceed fee amount of \$643,222. Tasks 2i, 2k, and 4c of the attached Scope of Work are contingent upon approval by the City Engineer.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by February 15, 2016;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the original Contract, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2015.

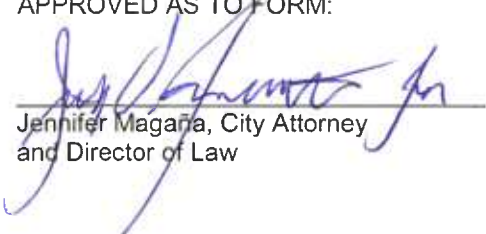
CITY OF WICHITA

Jeff Longwell, Mayor

ATTEST:

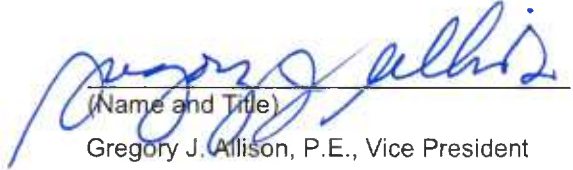
Karen Sublett, City Clerk

APPROVED AS TO FORM:



Jennifer Magaña, City Attorney
and Director of Law

MKEC ENGINEERING, INC.



(Name and Title)

Gregory J. Allison, P.E., Vice President



August 28, 2015

Ms. Deb Ary
Water / Sewer Project Engineer, City of Wichita
455 N. Main, 7th Floor
Wichita, KS 67202

Reference: Design Phase Scope of Work and Fee Proposal
Waste Water Treatment Plant #2 – Water Reuse Project

Dear Ms. Ary:

MKEC is pleased to present this proposal for design phase services associated with the construction of a pump station and associated pipeline for the purpose of reusing effluent water from Waste Water Plant #2. The design will be based on the findings and recommendations included in the Water Reuse Study dated January 2015 and prepared by MKEC Engineering, Inc.

MKEC understands the requirements of this project based on our understanding of the typical scope of services required by the City and subsequent information provided by City of Wichita staff. MKEC's proposed scope of services for the design phase is outlined in the attached Scope of Work document.

The Scope of Work document also provides an itemized engineering services fee. MKEC proposes a lump sum fee of \$643,222 to perform the design phase services as outlined.

Thank you for this opportunity to serve the City of Wichita. Please contact me if you wish to discuss this proposal in greater detail.

Sincerely,

MKEC ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "Mark Buckingham". The signature is fluid and cursive, with a large initial "M" and "B".

Mark Buckingham, PE, LEED AP

I. Project Description

Establish final alignment and complete detailed design for new 12" re-use water pipeline. The pipeline will tie-in to the existing effluent pipe at Waste Water Treatment Plant #2 and be aligned north to MacArthur, then east to Spirit AeroSystems property. A new triplex pump station will provide the flow and pressure needed to convey the re-use water from Plant #2 to Spirit.

II. Engineering Scope of Work

A. General Engineering & Design Information

1. All Engineering & Design will follow applicable Federal, State and Local laws and regulations.
2. Engineering & Design will be in accordance with City of Wichita standards, specifications, and practices when available.
3. Where specific City of Wichita standards, specifications, and practices are unavailable, MKEC will utilize internal standards, after review and approval by City.
4. At times, it will be necessary MKEC personnel to visit the job site for the purposes of gathering information, review with City personnel, etc. MKEC personnel will complete City site safety orientation and training as required and will comply with all City site safety requirements while performing their work.

B. Engineering By Discipline

1. General Drawings & Documentation
 - a. MKEC will utilize AutoCAD for development/modification of drawings, CADworkx for piping detail, and Navis for 3-D modeling.
 - b. Drawings will be modified and/or developed based on City's design standards, including:
 - i. City templates and title block.
 - ii. Numbering convention guideline. City will provide block(s) of available numbers as required for new drawings.
 - iii. Where City standards are unavailable or not applicable to the project, MKEC drawing templates, blocks, etc., will be used following review and approval by City.
 - c. Unless otherwise directed by City, MKEC will provide Issued for Review (IFR), Issued for Approval (IFA), Issued for Construction (IFC), and As-Built drawings and documentation in "pdf" format.
 - d. Upon completion of the project, MKEC will provide the electronic versions of the documentation/drawing files in the appropriate format, to the City for their records.
2. Major Tasks are summarized as follows:
 - a. Finalize pipeline alignment & pump station site selection
 - b. Topographic and boundary survey
 - c. Detailed Design of pipeline and pump station
 - d. Coordination with regulatory and stakeholder agencies outside the City of Wichita
 - e. Project permitting
 - f. Preparation of tract maps
 - g. Preparation of construction documents for bidding
 - h. Bidding and contract negotiations with the selected contractor to be handled by City of Wichita staff; MKEC will address questions during bidding, attend Pre-Bid and Pre-Construction conferences
 - i. Provide full-time, on-site construction inspection (10 hrs/day for 110 days)
 - j. Provide home office construction support – response to RFIs and submittal review
 - k. Construction staking
 - l. As-built survey
 - m. Preparation of as-built plans and document turnover to City

CITY OF WICHITA
Water Re-Use Project – Scope of Work

3. Major Equipment – MKEC will select and specify all equipment associated with the new pump station.
4. Survey
 - a. MKEC will provide a complete topographic and boundary survey once the pipeline alignment and pump station building location are both finalized.
 - b. Tract maps
 - c. Construction Staking
 - d. As-built survey
5. Civil & Hydraulics
 - a. Work with City staff to finalize pipeline alignment and pump station building location.
 - b. Detailed design
 - i. 12" pipeline including crossings of streets, railroads, rivers, highways, etc.
 - ii. Triplex pump station
 - iii. Project permitting, including SWPPP/NOI, permits associated with pipeline alignment and crossings, etc.
 - iv. Coordination with regulatory and other stakeholder agencies, such as KDOT, COE, Railroads, Spirit, etc.
 - v. Production of review documents and coordination with City staff during design reviews
 - vi. Production of final construction documents
6. Structural design and detail for the following:
 - a. Geotechnical – field investigation and lab analysis as needed to support structural and civil design.
 - b. New pump foundations
 - c. New building & wet well structure & foundations
 - d. Misc. pipe supports in building
7. Mechanical/Piping
 - a. Layout and design of piping associated with new pump station
 - b. Design of chemical feed system
8. Electrical
 - a. Design of new power service for the three new pumps, incorporated with the existing electrical system at Plant #2
 - b. Provide underground duct bank plan / details
 - c. Interior and exterior lighting in and around building.
 - d. Install general 120V electrical circuits for receptacles and small loads in building.
 - e. Grounding for the electrical system and the building.
 - f. Exit lights over interior building doorways.
 - g. Power wiring for building mechanical equipment
9. Instrumentation & Controls – Development of detailed performance specifications
10. Building mechanical & plumbing
11. Architectural building design

III. Engineering Fee Estimate

Task Description	Estimated Cost
Finalize Alignment, Survey, Geotech	\$135,560
Detailed Design	\$303,720
Bidding, Const. Admin.	\$78,942
Const. Inspection	\$105,000
Const. Staking	\$20,000
Fee Estimate Total	\$643,222

ID	Task Name	Duration	Start	Finish	Sep '15	Oct '15	Nov '15	Dec '15	Jan '16	Feb '16	Mar '16	Apr '16	May '16	Jun '16	Jul '16	Aug '16	Sep '16			
1	COW - Spirit Water Re-Use	250 days	Tue 10/6/15	Mon 9/19/16	30/6	13/20/27	4	11/8/25	1	8	15/22/29	6	13/20/27	3	10/17/24	31	7	14/21/28	4	11/8/25
2	NTP	0 days	Tue 10/6/15	Tue 10/6/15																
3	Survey	20 days	Tue 10/6/15	Mon 11/2/15																
4	90% Pump Station Design	15 days	Tue 10/6/15	Mon 10/26/15																
5	Alignment Determination	15 days	Tue 11/3/15	Mon 11/23/15																
6	Tract Maps (2-4 weeks based on # needed)	2 wks	Tue 11/24/15	Mon 12/7/15																
7	City Easement Acquisitions	3 mons	Tue 12/8/15	Mon 2/23/16																
8	90% Waterline Design	40 days	Tue 11/24/15	Mon 1/18/16																
9	Pump Station 90% Review	5 days	Tue 10/27/15	Mon 11/2/15																
10	Waterline 90% Review	5 days	Tue 1/19/16	Mon 1/25/16																
11	City Procure Pump Equipment	26 wks	Tue 1/26/16	Mon 7/25/16																
12	BNSF, KDOT, KTA, SGCO, Southern Star and the Corps Permits	20 days	Tue 1/26/16	Mon 2/22/16																
13	KDHE Review	20 days	Tue 1/26/16	Mon 2/22/16																
14	Final Package Design	15 days	Tue 1/26/16	Mon 2/15/16																
15	Bidding	15 days	Tue 3/1/16	Mon 3/21/16																
16	Contracts	20 days	Tue 3/22/16	Mon 4/18/16																
17	Construction	110 days	Tue 4/19/16	Mon 9/19/16																

Project: COW Spirit Reuse Schedule

Date: Fri 8/28/15

Task Split

Progress Milestone

Summary Project Summary

External Tasks External Milestone

Deadline

Page 1

RESOLUTION NO. __-__

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the "Governing Body"), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Spirit Effluent Improvements

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is \$4,000,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed \$4,320,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this

Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on _____.

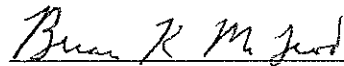
(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:


for Jennifer Magana, Director of Law

(Published in *The Wichita Eagle*, on _____.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. ____-____, duly adopted _____, 2015, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

Spirit Effluent Improvements

(the "Project") at an estimated cost, including related design and engineering expenses of \$4,000,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed \$4,320,000 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

MUNICIPAL PROCESS WATER PURCHASE AND SALE
AGREEMENT

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

and

SPIRIT AEROSYSTEMS, INC.

Dated: _____

**MUNICIPAL PROCESS WATER PURCHASE AND SALE
AGREEMENT**

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MUNICIPAL PROCESS WATER PURCHASE AND SALE
AGREEMENT

This MUNICIPAL PROCESS WATER PURCHASE AND SALE AGREEMENT (“Agreement”) is entered by and between the City of Wichita, a Kansas municipal corporation (“City”); and Spirit AeroSystems, Inc., a Delaware Corporation authorized to do business in Kansas (“Spirit”).

RECITALS

- A. **Whereas**, the City holds water rights that permit it to divert surface and groundwater for municipal use.
- B. **Whereas**, water diverted by the City of Wichita Water Utilities under its water rights does not belong to the State of Kansas while in the City’s water supply system or in the City’s sewer collection system. It loses its original character as “waters of the state” until it is returned to surface water or groundwater. Prior to such return the City is free to contract for the use and disposition of such water.
- C. **Whereas**, the City owns and operates the Wichita Water Utilities, and holds other permits, including a permit to operate a public water supply under the Federal Safe Drinking Water Act and/or its state counterparts.
- D. **Whereas**, Spirit is one of the world’s largest independent producers of commercial aerostructures including fuselages, pylons, nacelles, and wing components for its customers such as Boeing, Airbus, Bombardier, Rolls-Royce, Mitsubishi, Sikorsky and Bell Helicopter.
- E. **Whereas**, Spirit’s main Wichita facility is located 3801 S. Oliver St., Wichita, KS 67210.
- F. **Whereas**, Spirit’s Wichita facility is located in the Boeing Industrial District and not within the City limits.
- G. **Whereas**, Spirit currently purchases Potable Water from the City that is used for Human Consumption and for Spirit’s manufacturing processes.
- H. **Whereas**, Most of the Potable Water currently used at Spirit’s Wichita facility is used as Process Water and is not used for Human Consumption.
- I. **Whereas**, Spirit’s Potable Water distribution system is not a public water supply regulated by the Federal Safe Drinking Water Act or by its state counterparts because it includes only distribution and storage facilities; it does not include any collection or treatment facilities; it obtains all of its water from the public water system operated by the City; it does not sell water to any person; and it is not a carrier conveying passengers in interstate commerce. 40 C.F.R. § 141.3.
- J. **Whereas**, the City also owns and operates a municipal wastewater treatment plant (MWWTP) known as the Lower Arkansas River Water Quality Reclamation Facility.

- K. Whereas,** the MWWTP is located just east of the intersection of S. Hydraulic St. and E. 57th St S. in Wichita, Kansas. The MWWTP is adjacent to the main stream of the Arkansas River as it flows through Wichita.
- L. Whereas,** the MWWTP has a design capacity to treat 54.4 million gallons per day of wastewater.
- M. Whereas,** Process Water from the MWWTP is discharged into the Arkansas River as permitted by the City's National Pollution Discharge Elimination Permit.
- N. Whereas,** the City and Spirit have discussed the possible use of Process Water from the City's wastewater treatment plant to replace Potable Water being used in Spirit's manufacturing processes, contingent upon construction of system enhancements constituting the City portion of the Infrastructure (as defined below), to enable delivery of such Process Water, and upon Spirit's agreement to pay an amortized System Enhancement Fee (as provided in paragraph 5.1 below) as a condition of establishing the connection and delivery of process Water contemplated by this Agreement."
- O. Whereas,** this Agreement sets out the terms and conditions under which the City and Spirit have agreed that the City will sell and deliver to Spirit for use in Spirit's industrial processes, but not for Human Consumption, Process Water that would otherwise be discharged from the City's wastewater treatment plant into the Arkansas River.
- P. Whereas,** the City has an NPDES permit for the discharge of Process Water from the MWWTP facility. Spirit's compliance with City permit conditions at Spirit's point of discharge could impact the City's compliance with its NPDES Permit.
- Q. Whereas,** Spirit has an NPDES permit for the discharge of Process Water from its facility. Water quality of Process Water delivered by the City could impact Spirit's compliance with its NPDES Permit.
- R. Whereas,** the City and Spirit will, if necessary to document and give public notice of a right-of-way, easement or lease, in the future execute and record one or more rights-of-way, easements and leases consistent with the terms and conditions of this Agreement, for so long as Process Water, Substitute Potable Water, or both are supplied under this Agreement.

AGREEMENT

In consideration of the mutual undertakings, promises, terms and conditions contained in this Agreement, and for other good, valuable and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

- 1.1. **“Substitute Potable Water”** means Potable Water that is provided to Spirit in lieu of Process Water because there is an insufficient quantity of Process Water that meets the City’s NPDES quality requirements available to meet Spirit’s needs because of a Bypass, **Bypass”** means the intentional release of untreated or partially treated wastewater from the PWWTP that does not meet the City’s NPDES Permit requirements.
- 1.2. **“City”** means the City of Wichita, Kansas.
- 1.3. **“City’s NPDES Permit”** means the NPDES Permit # Federal: KS0043036 and Kansas M-AR94-1001 issued by KDHE to the City dated December 26, 2012 effective January 1, 2013 permitting the operation of the MWWTP and the release of Process Water into the Arkansas River as of Effective Date and includes any amendments, revisions, updates, or renewals as they become effective. A copy of the current permit is attached as Exhibit A to this Agreement. The City will provide subsequent versions as they become effective.
- 1.4. **“Effective Date”** means the beginning of the day December 8, 2015.
- 1.5. **“Good Faith”** means that a Party acts honestly, but may act solely in its own interests without regard to the interests of the other Party
- 1.6. **“Human Consumption”** means drinking, bathing, showering, hand washing, teeth brushing, food preparation, dishwashing, and maintaining oral and bodily hygiene.
- 1.7. **“Infrastructure”** means the plants, equipment, fixtures, pipelines, meters, hardware, firmware, software, and data of either Party necessary to effect the delivery and receipt of Process Water.
- 1.8. **“Interface”** means the plane at which the City’s downstream flange of the downstream valve and Spirit’s service line connect, and the flanges (both on the City’s downstream valve and on Spirit’s service line), seals, bolts, nuts, washers, fasteners and connectors used to secure such valve and such service line each to the other, as depicted on Exhibit B attached hereto.
- 1.9. **“Master Meter”** means a water meter of such quality, of sufficient capacity and capable of sufficient calibration so as to accurately meter Process Water.
- 1.10. **“Party” or “Parties”** means the City, Spirit, or both as the context requires.
- 1.11. **“Pass Through”** means a discharge into the City’s sanitary sewer that exits the PWWTF in quantities or concentrations that, alone or in conjunction with a discharge or discharges from other sources,

causes a violation or an increase in the magnitude or duration of a violation of the City's NPDES permit.

- 1.12. **"Delivery Point"** means at the Interface.
- 1.13. **"Potable Water"** means water treated by the City and distributed in the City's water-supply system as permitted under the SDWA.
- 1.14. **"Process Water"** means wastewater treated by the City at the MWWTP the constituents of which are at or below the limits set forth in the City's NPDES Permit requirements.
- 1.15. **"Spirit"** means Spirit AeroSystems, Inc., a Delaware Corporation authorized to do business in Kansas.
- 1.16. Pass Through, Upset, Section 9.2, or similar event.
- 1.17. **"Upset"** means an incident causing a violation or an increase in the magnitude or duration of a violation of the City's NPDES permit.

2. Effective Date.

- 2.1. This Agreement is effective on the Effective Date.
- 2.2. This Agreement expires on December 31, 2035 unless extended.
- 2.3. Spirit will have the option, in its sole discretion in Good Faith, to extend the term of this Agreement for successive 10 year terms, on the terms and conditions contained herein.
- 2.4. Spirit will notify the City in writing two years before the existing term expires as to whether Spirit wishes to extend the Agreement for another 10 year term. This is not a perpetual contract; this renewal right applies for so long as Spirit has a need for Process Water.

3. Potable Water.

Subject to the provisions of this Agreement regarding the substitution of Potable Water for Process Water below, the City agrees to continue to furnish and sell Potable Water to Spirit using existing infrastructure, in accordance with the City Code and outside the terms of this Agreement.

4. Delivery of Process Water.

The City agrees to furnish and convey custody of Process Water to Spirit as follows:

- 4.1. The City will deliver Process Water to Spirit at the Delivery Point.
- 4.2. The Parties anticipate that there will be a period of 45 calendar days to test and ramp up the system, once it is completed (as evidenced by a certificate of final completion).
- 4.3. Quantity upon completion of Start-up/Ramp-up. The parties agree this is not a requirements type contract, but rather a min-max contract with a minimum annual quantity subject to take or pay, and a maximum annual

quantity.

- 4.4. The capacity of the pipeline from the diversion point at the MWWTP to the Interface is dedicated to Spirit's use. Spirit may, in its sole discretion exercised in Good Faith, and on such terms and conditions as may be agreeable to Spirit, release capacity on the pipeline back to the City for delivery of Process Water to third parties.
- 4.5. The minimum annual quantity is the volume set forth in the take or pay provision at paragraph 5, and the maximum annual quantity is 2,010 gallons per minute for the period of a calendar year.
- 4.6. The City represents, warrants and covenants that during the term of this Agreement, the City will exercise best efforts to preserve its right to divert and deliver Process Water in the quantities and on the terms and conditions contemplated herein.

5. Price/Invoice/Payment.

In consideration of the sale and delivery of Process Water from the City throughout the term of this Agreement and the other services provided by the City pursuant to this Agreement, Spirit will make payments to the City as follows:

- 5.1. The City will fund, design and construct, the City Infrastructure at a cost of up to \$4 million US. The actual cost of such Infrastructure will be amortized over a 10-year period, with a 4.5% simple annual interest rate, and repaid to the City by Spirit through a fee spread as a series of amortized fixed monthly charges (the "System Enhancement Fee"). The amortized fixed monthly charges will be stated as a separate charge on the invoices to be delivered by the City to Spirit. The amortized fixed monthly charges will commence upon the issuance of the certificate of final completion and the first such charge will be reflected on the first invoice following the issuance of the certificate of completion. In the event that contractor bids or change orders would cause the cost for the design and construction of the Infrastructure to exceed \$4 million US, then upon 20 business days written notice by the City to Spirit after the confirmation of such event, either party may terminate this Agreement upon 20 business days written notice to the other Party.
- 5.2. Spirit will pay \$0.50 US price per 1,000 gallons for Process Water for the first 10 years of this Agreement. Following the end of the initial 10 years of the Agreement and in any extended term, the price for each successive year will be adjusted annually up or down from the prior year price based on the CPI for all urban consumers. In no event will the price fall below \$0.50 US per 1,000 gallons for Process Water.
- 5.3. Spirit will pay the rate set out in the City's rate ordinance for Potable Water used by Spirit for Potable Water purposes.
- 5.4. In the event that the City cannot provide Spirit with the minimum quantities of Process Water, the City will provide Substitute Potable Water at the Tier 1 rate. In any month in which the City provides Substitute Potable Water, Potable Water used for Potable Water purposes will be billed at the Potable

Water rate unaffected by the volume of Substitute Potable Water delivered. For purposes of calculating the volume to be allocated as Substitute Potable Water and that to be allocated to Potable water, the Parties agree to use historical data from the three years prior to the period at issue.

- 5.5. Take-or-pay. Spirit will, at Spirit's option, take delivery of minimum quantities of Process Water, Substitute Potable Water, or both, in accordance with the following schedule, or pay the City for the difference between the quantity of such water actually delivered and the following minimum quantities. Except as provided below, the take-or-pay provision operates on a calendar year basis.

- 5.5.1. Minimum quantity subject to take or pay:

Year	Gallons
2016	218,000,000
2017 and each year thereafter	381,000,000

- 5.5.2. Limits on take-or-pay:

- 5.5.2.1. Interruption or curtailment of water service in case of emergency or at the direction of a public health authority.
- 5.5.2.2. Interruption or curtailment of water service because of delivered water quality that does not conform to the requirements of the City's NPDES permit.
- 5.5.2.3. Uncontrollable Circumstance/Excusable Delay/Force Majeure as provided in paragraph 14 of this Agreement.
- 5.5.2.4. Forty-five (45) calendar days after the issuance of the certificate of final completion, the take-or-pay provision will commence and will be prorated on a daily basis for the next two calendar years.
- 5.5.2.5. Any reduction in delivery of Process Water and Substitute Potable Water during the year at issue due to any of the events described in paragraphs 5.5.2.1, 5.5.2.2 and 5.5.2.3 above will reduce gallon-for-gallon the annual minimum quantities described above against which deliveries are measured for take-or-pay purposes, but only for the year in which such reduction occurs.

6. Design and Construction of Infrastructure

- 6.1. Infrastructure on the City's side of the Interface will consist of the following:
- 6.1.1. a meter and a dedicated pump and chlorine treatment station at the MWWTP;

- 6.1.2. a 12 inch pipeline main from the MWWTP to the Interface, built to City Standards for such 12 inch pipelines, and designed and operated with the intended capability of delivering Process Water at an average daily flow of 950 g.p.m. at a pressure of 50 p.s.i., and at a maximum flow of 1,400 g.p.m., at the valves located immediately upstream from the Delivery Point. The Process Water delivery pressure will not exceed 75 p.s.i. at the valves located immediately upstream from the Delivery Point. Should Spirit desire delivery of Process Water at conditions other than those currently described in this paragraph, the parties will in Good Faith negotiate the terms and conditions of such a change; in the event that one of the three pumps is unavailable for maintenance or repair, the maximum flow from the remaining two pumps is acceptable to Spirit;
- 6.1.3. the Master Meter, and at the valves upstream from the Delivery Point; and
- 6.1.4. any other components that are needed to deliver Process Water as provided in this Agreement.
- 6.2. The City will obtain easements and rights-of-way for the pipeline on the City's side of the Interface so as to permit the City's performance of delivery to Spirit of Process Water.
- 6.3. The City will design and construct the Infrastructure in accordance with City standards and specifications on the City's side of the Interface so as to permit the City's performance of delivery of Process Water from the City.
- 6.4. The City will own and operate the Infrastructure needed to deliver Process Water to the Delivery Point. The cost and expense of ownership and operation of Infrastructure is included the Process Water Rate described at Section 5.2 above.
- 6.5. Spirit will design, own, and operate the Process Water distribution system on the Spirit side of the Interface so as to enable the receipt of the minimum and maximum quantities, at the minimum and maximum pressures as set forth in paragraph 6.1 above.
 - 6.5.1. All connections between Process Water lines and Potable Water lines will be protected by industry-standard back-flow prevention devices.
 - 6.5.2. Spirit will comply with applicable governmental code requirements regarding backflow prevention and certification of backflow prevention devices.
 - 6.5.3. In addition, Spirit will construct, repair and maintain at Spirit's cost and expense a vault meeting industry standards to house the Master Meter. The Parties will execute the necessary rights-of-way or leases which would allow the recording of such instruments with Sedgwick County Register of Deeds.
 - 6.5.4. The Parties will cooperate and coordinate so as to accomplish a safe, environmentally sound, efficient and effective connection of

the Interface.

- 6.5.5. Spirit will have responsibility for the initial connection, and the repair, maintenance, and replacement of the Interface.
- 6.5.6. Spirit will comply with any additional requirements imposed on Spirit in order for the City to comply with the City's NDPES permit and which arise by reason of this Agreement.
- 6.6. The City will obtain all necessary rights and permits, if any, necessary to divert Process Water at the MWWTP or other point of diversion for delivery to the Delivery Point and at the maximum rates contemplated herein, including any rights and permits required from the Office of the Chief Engineer, Division of Water Resources, Kansas Department of Agriculture.

7. Metering.

- 7.1. The City will install and operate a Master Meter at the Delivery Point.
- 7.2. All Process Water delivered to Spirit will be measured by the Master Meter.
- 7.3. Spirit may request, and the City will provide, wireless transmission of metering data from the Master Meter to Spirit. In such event Spirit will provide for and pay for the cost and expense of receiving apparatuses to receive the transmission of such data to Spirit. In such event, such transmission of data will not interfere with the City's SCADA system.
- 7.4. Spirit may request the testing of the accuracy of the meter, at Spirit's cost and expense, upon 10 business days' written notice to the City.
- 7.5. The City may test the accuracy of the Master Meter at any time at its own expense.
- 7.6. The City will test the accuracy of the Master Meter at its expense at least annually and provide a written copy of the test results to Spirit within 30 days after completion of the test.
- 7.7. The City will give Spirit written notice five (5) business days before the Master Meter is tested, inspected, maintained, repaired, or replaced, unless exigent circumstances require sooner notice, either orally or in writing.
- 7.8. If the Master Meter is found to be inaccurate according to the standards of the American Water Works Association the Master Meter will be repaired or replaced by the City at its cost and expense. In the absence of evidence to the contrary it will be presumed that the meter was inaccurate for one-half of the period between date the meter was repaired or replaced and the last test at which the meter was determined to be accurate. The billing for that period will be adjusted using the average water used for the corresponding billing periods for each of the three prior calendar years for which accurate metering occurred.

8. Process Water Specification/Quality/Warranty.

- 8.1. The City agrees to deliver Process Water to Spirit of a quality which meets or exceeds (listed constituents are below limits) City's NPDES permit requirements. The City does not warrant the quality of the Process Water beyond that necessary to comply with the City's NPDES discharge permit. Otherwise Spirit takes the Process Water "As Is")
- 8.2. Spirit is responsible for ensuring that the quality of the Process Water meets the requirements for Spirit's intended use. Spirit will be responsible for any additions to, filtering of, treatment of, and modifications to the Process Water after delivery of the Process Water by City to Spirit at the Delivery Point in order for such Process Water to meet Spirit's needs.
- 8.3. The City will provide Spirit with immediate notice of a Bypass, Pass Through, Upset, or similar event. Spirit is not obligated to take or pay for Process Water that does not meet the City's NPDES discharge limitations as such out-of-spec Process Water may adversely affect Spirit's processes, and Spirit's compliance with its own NPDES Permit.

9. Operation and Maintenance.

- 9.1. The City agrees to make commercially reasonable efforts to provide the quality, quantity, and rate of Process Water required by this Agreement.
- 9.2. The City may stop, limit, or moderate the flow of Process Water to Spirit in the event of operational difficulties at the MWWTP, with its pipeline or with its Master Meter. The City will notify Spirit in writing as soon as possible and explain the reasons for the actions taken. In the event the operational difficulty or an Uncontrollable Circumstance materially adversely affects the City's ability to deliver Process Water to support Spirit's manufacturing obligations, the City will deliver Substitute Potable Water in lieu of Process Water as provided in Section 5.4 above.
- 9.3. The City will make every reasonable effort to return to normal operations after operational difficulties as soon as possible following any event described in Section 9.2 above.
- 9.4. If the City makes changes to the MWWTP, its pipeline or its Master Meter, or constructs substitute wastewater treatment facilities at a new location, the City may, at its sole cost and expense, design, construct, and install the Infrastructure on the City's side of the Interface necessary to deliver the Process Water in accordance with this Agreement. Alternatively, in its sole discretion, the City may opt to provide Substitute Potable Water to Spirit in the annual quantities scheduled under the take-or-pay provisions of this Agreement, for the remaining term of the Agreement.

10. Taxes/Fees.

- 10.1. Spirit will pay any general or special county, state, or other real property taxes, or any other taxes properly assessed or levied against the

Infrastructure on Spirit's side of the Interface.

- 10.2. If any general or special City, county, state, or federal taxes are properly assessed or levied against the purchase or use of Process Water, Spirit will pay all such taxes prior to delinquency.
- 10.3. Nothing contained in this Section will be construed as a recognition or admission by the City or Spirit of the validity of any particular tax or assessment.

11. Disclaimers, Limitation of Liability, Indemnification, and Insurance.

- 11.1. **The City disclaims any and all Implied Warranties of Merchantability, Fitness for Particular Purpose and Wholesomeness. Other than the warranty that the Process Water and Substitute Potable Water will meet the specification provided for herein, there are no express or implied warranties and the Process Water and Substitute Potable Water are sold "AS IS" and with all faults.**
- 11.2. Each Party disclaims incidental, consequential, special, and indirect damages
- 11.3. There are no limitations of liability except as may be expressly provided herein and as may be provided at law.
- 11.4. Except to the extent as otherwise expressly provided in this Agreement, neither Party will indemnify the other. Each Party will be liable to the other only as provided by this Agreement and as provided by law, as such law may be lawfully modified by the express provisions of this Agreement.
- 11.5. The City will cause each of its contractors who performs services pursuant to this Agreement to provide insurance certificates naming Spirit as an additional insured to the extent of the policy limits of each such policy of insurance carried by such contractor.
- 11.6. The City will keep that portion of the City Infrastructure consisting of the pump station listed as a covered location on any omnibus property insurance policy that the City may carry from time to time, subject to the conditions, limits and exclusions of such policy, and will also, to the extent allowed by the insurer's practices and procedures, request to have Spirit shown as an additional insured on this covered location, as Spirit's interests may appear.

12. Cooperation of the Parties.

- 12.1. The City and Spirit agree to fully cooperate with and assist one another in securing and maintaining in force any and all licenses, permits, authorizations, approvals, and consents required for the validity and performance of this Agreement or by local, state, or federal laws and regulations and agree to render such assistance to the other Party as it reasonably requests, but nothing herein will require either party to pay the costs and expenses of the other Party.

- 12.2. The City and Spirit agree to cooperate with and assist one another in any and all judicial and administrative proceedings required for the validity and performance of this Agreement.
- 12.3. The City and Spirit agree to make, execute, and deliver all documents and instruments necessary for the implementation and performance of this Agreement.
- 12.4. The City and Spirit agree to jointly and cooperatively defend the validity of this Agreement in any administrative or any judicial proceeding at law or equity that challenges:
 - 12.4.1. the authority and power of either Party to make, execute, and deliver this Agreement;
 - 12.4.2. the authority and power of either Party to perform its terms, covenants, and conditions, or
 - 12.4.3. the rights, title, or interest to the Process Water or its use.

13. Dispute Resolution; Default; Cure and Termination.

- 13.1. In the event of a dispute arising out of or relating to this Agreement, the Parties will attempt in Good Faith to resolve such dispute promptly by negotiation between representatives having authority to settle the dispute. All reasonable requests for information made by one Party to the other will be honored.
- 13.2. The Parties will pay all monies and carry out all other performances, duties, and obligations agreed to be paid or performed by each of them in accordance with the terms and conditions set forth and contained in this Agreement. A material default by a Party in its covenants and obligations will be a default under this Agreement ("Default").
- 13.3. In the event of a Default by a Party, within thirty (30) calendar days following the giving of written notice of such Default by the non-defaulting Party, the defaulting Party will remedy such Default either by advancing the necessary funds or rendering the necessary performance, as the context so requires. The notice required by this Section will clearly identify the specific nature of the Default and the steps required to cure the same.
- 13.4. In the event of a Default by a Party in the payment or performance of any obligation under this Agreement, which continues for a period of sixty (60) calendar days or more without having been cured by the defaulting Party, or without the defaulting Party having commenced or continued action in good faith to cure such Default, then, at any time thereafter and while said Default is continuing, the non-defaulting Party at its option may, by written notice to the defaulting Party, terminate this Agreement.
- 13.5. In the event this Agreement expires, is terminated, or is cancelled for any reason, the City will have the immediate right of re-entry to any easement or right-of-way and as soon as reasonably practicable or within such other time frame as the Parties may agree, to remove all Infrastructure owned by the City on property owned by Spirit. All Infrastructure not removed from

such property within 180 calendar days will become Spirit's property.

14. Uncontrollable Circumstance/Excusable Delay/Force Majeure.

- 14.1. Uncontrollable Circumstance. A Party will not be considered to be in Default in the performance of any of the obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an Uncontrollable Circumstance.
- 14.2. The term "Uncontrollable Circumstance" includes excusable delay and force majeure events and means any act, event, or condition that is caused by or due to circumstances:
 - 14.2.1. beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement,
 - 14.2.2. which by exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which, by exercise of commercially reasonable due diligence such Party is unable to overcome,
 - 14.2.3. which materially interferes with such Party's obligations under this Agreement, and
 - 14.2.4. to the extent that such act, event, or condition is not the result of the willful or negligent act, error or omission, failure to exercise commercially reasonable diligence or breach of this Agreement by such Party.
- 14.3. By way of example, but not limitation, each of the following will constitute an Uncontrollable Circumstance whether occurring directly or indirectly to such Party: failure of facilities, flood, earthquake, tornado, storm, drought, fire, lightning, ice, epidemic, war, riot, terrorist act, computer hacking or disturbance, civil disturbance or disobedience, labor dispute, strike, slowdown, action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage, restraint by court order, law, regulation, or public authority, and the forced shut down by a governmental body.
- 14.4. Nothing contained in this Section will be construed so as to require a Party to settle any strike or labor dispute in which it may be involved.
- 14.5. A Party rendered unable to fulfill any obligation by reason of an Uncontrollable Circumstance will, as soon as reasonably practicable, in writing notify the other Party of the event giving rise to such Uncontrollable Circumstance, and exercise commercially reasonable due diligence to remove such inability with commercially reasonable dispatch.

15. General Provisions.

- 15.1. There are no representations, statements, warranties, inducements,

promises, or agreements, oral, written or otherwise, between the Parties pertaining to the subject matter hereof that are not fully set out in this Agreement. This Agreement constitutes the Parties' full, final, and entire agreement and supersedes all prior written and oral negotiations, agreements, contracts, understandings, memoranda, letters of intent, and confidentiality agreements that pertain to the subject matter hereof.

- 15.2. This Agreement may be amended or supplemented in whole or in part when such amendments are approved by both Parties and the amendments or supplements have been fully executed by appropriate representatives of the Parties.
- 15.3. All of the terms and provisions of this Agreement are intended to be legally and contractually binding on, inure to the benefit of, and are enforceable by the Parties' and their respective successors and assigns.
- 15.4. Any notice, request, or other communication required or permitted to be given under this Agreement will be deemed effective only if in writing and addressed and delivered to the addresses below or such other address any Party provides notice of.

15.4.1. To the City:

Director of Utilities
City Hall – 8th Floor
455 North Main
Wichita, KS 67202
Telephone: 316-268-4515
Fax: 316-858-7700

and

City Clerk
City Hall – 13th Floor
455 North Main
Wichita, KS 67202

15.4.2. To Spirit:

Facilities Director
Spirit AeroSystems, Inc.
3810 South Oliver
Wichita, Kansas 67210
P.O. Box 780008
Wichita, Kansas 67278
Telephone: 316-526-2222

15.4.3. Notice will be deemed to have been given:

- 15.4.3.1. On the date of mailing as shown on the Post Office receipt if mailed to a Party by registered or certified mail, return receipt requested;

- 15.4.3.2. If marked for overnight delivery, one (1) day after deposit with a nationally recognized overnight courier, freight prepaid;
- 15.4.3.3. The date of personal delivery; or
- 15.4.3.4. Upon the date of receipt, if notice is not mailed by registered or certified mail, sent by overnight courier, or personally delivered.
- 15.4.4. Either Party may change its notice information by serving on the other Party in accordance with this provision its new notice information.
- 15.5. This Agreement, its negotiation, execution, performance or non-performance, interpretation, construction, enforcement and any issue or dispute arising out of or in connection therewith will be governed by the laws, both procedural and substantive, of the State of Kansas without regard to Kansas' choice of law provisions, and where applicable, the laws of the United States.
- 15.6. The invalidity of any term, condition, or provision of this Agreement by law, judgment, or court order will not affect any other provision, which unaffected provisions will remain in full force and effect.
- 15.7. Neither any failure by a Party to enforce or insist on compliance with any right, term, condition, or provision of this Agreement, nor any consent by a Party to any departure from any right, term, condition, or provision of this Agreement, is a waiver or release of such right, term, condition, or provision. A Party waives only those rights, terms, conditions, or provisions that are specifically waived in writing and signed by the Party waiving its rights, and any written waiver or consent will only be effective in the specific instance for which it is given.
- 15.8. This Agreement is the product of negotiation and the Parties have entered into this Agreement because each party considers it fair. Each Party has been represented by legal counsel of its choosing who each have had a hand in the drafting of this Agreement. This Agreement is to be construed as if both parties were equally responsible for drafting its provisions. Any rule of interpretation or of construction that would require resolving a conflict against the drafter does not apply to this Agreement.
- 15.9. The Recitals are incorporated by reference herein as if fully set forth in this Agreement.
- 15.10. The use of the singular or plural number includes the other uses whenever the context so requires.
- 15.11. The section headings used in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of any provision of this Agreement.
- 15.12. The remedies provided for in this Agreement are cumulative and are in addition to any and all remedies at law or in equity a Party may have.
- 15.13. The Parties expressly acknowledge that they have read this Agreement and

understand all of its terms, covenants, and conditions. No changes, alterations, or modifications to this Agreement will be effective unless in writing and signed by an authorized representative of each of the Parties.

- 15.14. This Agreement may be signed in counterparts, each of which will be an original and all of which will constitute one and the same instrument. All signatures need not be on the same counterpart. Facsimile signatures will be treated as original signatures.
- 15.15. The signatories to this Agreement represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for which they sign and that no further action or approval is necessary before execution of this Agreement.
- 15.16. This Agreement creates no obligation to, and no right in, any person or entity other than the City and Spirit.
- 15.17. It is the intent of the parties that the provisions of this Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) (Cash Basis Law) or the Kansas Budget Law (K.S.A. 79-2925) (Budget Law). Therefore, notwithstanding anything to the contrary herein contained, the City's obligations under this Agreement are to be construed in a manner that assures that the City is at all times not in violation of the Cash Basis Law or the Budget Law. Accordingly, the City's obligations hereunder will be subject to sufficiency of annual appropriations.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

City of Wichita, Kansas

Spirit AeroSystems, Inc.

By: _____
Jeff Longwell, Mayor

By: Samantha Marnick
Samantha Marnick, CAO

Date: _____
"City"

Date: 12/2/2015
"Spirit"

ATTEST:

Karen Sublett, City Clerk

Seal:

APPROVED AS TO FORM:

Brian K. Magaña
for Jennifer Magaña, City Attorney
And Director of Law

Exhibit A

NPDES Permit # Federal: KS0043036 and Kansas M-AR94-1001 issued by KDHE to the City of Wichita, dated December 26, 2012 effective January 1, 2013

(Copy is attached to this Exhibit A)

Exhibit B

Engineering Drawing Depicting the Interface per Section 1.8

(Copy is attached to this Exhibit B)

Kansas Permit No.: M-AR94-IO01
Federal Permit No.: KS0043036

KANSAS WATER POLLUTION CONTROL PERMIT AND
AUTHORIZATION TO DISCHARGE UNDER
THE NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM

Pursuant to the Provisions of Kansas Statutes Annotated 65-164 and 65-165, the Federal Water Pollution Control Act as amended, (33 U.S.C. 1251 et seq; the "Act"),

Owner: Wichita, City of

Owner's Address: Water Utilities
City Hall - Eighth Floor
455 North Main St.
Wichita, KS 67202

Facility Name: Wichita Combined Wastewater Treatment Plant 1 and 2
(Lower Arkansas River Plant)

Plant 2 Facility Location: 2305 East 57th Street South
Wichita, KS 67216
Center Section, Section 27, Township 28S, Range 1E
Sedgwick County, Kansas

Plant 2 Facility: Latitude: 37.58564 Longitude: -97.30697
Plant 2 Outfall: Latitude: 37.58676 Longitude: -97.30359
Plant 1 Location: Latitude: 37.63414 Longitude: -97.30793


Receiving Stream: Arkansas River
Basin: Lower Arkansas River Basin

is authorized to discharge from the wastewater treatment facility described herein, in accordance with effluent limits and monitoring requirements as set forth herein.

This permit is effective January 1, 2013, supersedes the previously issued water pollution control permit M-AR94-IO01, and expires December 31, 2017.

FACILITY DESCRIPTION:

See next page.


Secretary, Kansas Department of Health and Environment

December 26, 2012
Date

Facility Description:

Plant 1 at Industrial Blvd.

1. Raw Wastewater Pumping
2. Extraneous Flow Basin

Plant No. 2

- | | |
|--|--|
| 1. Raw Wastewater Pumping | 11. Gravity Belt Sludge Thickener |
| 2. Primary Clarification | 12. Belt Filter Presses |
| 3. Settled Wastewater Pumping | 13. Anaerobic Digestion |
| 4. Trickling Filters | 14. Sludge Processing |
| 5. Clarification | 15. Dissolved Air Flotation Sludge Thickener |
| 6. Screw Pumps, Intermediate Pumping Station | 16. Sludge Screening Facility |
| 7. Activated Sludge Aeration Basins | 17. Sludge Storage Building |
| 8. Final Clarification | 18. Biofilter Odor Control System |
| 9. UV Disinfection Facility | 19. Septage Receiving Station |
| 10. Reaeration | 20. Design Flow = 54 MGD |

A. EFFLUENT LIMITS AND MONITORING REQUIREMENTS

The permittee is authorized to discharge from outfall(s) with serial number(s) as specified in this permit. The effluent limits shall become effective on the dates specified herein. Such discharges shall be controlled, limited, and monitored by the permittee as specified. There shall be no discharge of floating solids or visible foam in other than trace amounts.

Monitoring reports shall be submitted on or before the 28th day of the following month. In the event no discharge occurs, written notification is still required.

Effective Date	<u>EFFLUENT LIMITS</u>		<u>MONITORING REQUIREMENTS</u>	
	Final Limits	Upon Issuance	Measurement Frequency	Sample Type
<u>Monitoring Location 001AG (EDMR code: INF001AG) - Influent to Treatment Plant No. 2</u>				
Biochemical Oxygen Demand (5-Day) - mg/l	Monitor		3 times/week	24-Hour Composite
Total Suspended Solids - mg/l	Monitor		3 times/week	24-Hour Composite
Total Kjeldahl Nitrogen (as N)-mg/l	Monitor		Weekly	24-Hour Composite
Total Phosphorus (as P)-mg/l	Monitor		Weekly	24-Hour Composite

A. EFFLUENT LIMITS AND MONITORING REQUIREMENTS(continued)

Effective Date	EFFLUENT LIMITS	MONITORING REQUIREMENTS	
	Final Limits Upon Issuance	Measurement Frequency	Sample Type
Parameter			
<u>Outfall 001A1 (EDMR code: EFF001A1) - Effluent at the Oxy Charger</u>			
Biochemical Oxygen Demand (5-Day)-mg/l ⁽¹⁾		3 times/week	24-Hour Composite
January, February, March, November, & December			
Weekly Average	45		
Monthly Average	30		
April, May, September, and October			
Weekly Average	40		
Monthly Average	25		
June, July, and August			
Weekly Average	30		
Monthly Average	20		
Total Suspended Solids-mg/l ⁽¹⁾		3 times/week	24-Hour Composite
Weekly Average	45		
Monthly Average	30		
Ammonia (as N)		3 times/week	24-Hour Composite
January, February & December			
Daily Maximum-mg/l	9.1		
Monthly Average-mg/l	7.0		
March and October			
Daily Maximum-mg/l	9.1		
Monthly Average-mg/l	4.3		
April			
Daily Maximum-mg/l	9.1		
Monthly Average-mg/l	3.8		
May and September			
Daily Maximum-mg/l	9.1		
Monthly Average-mg/l	3.0		
June			
Daily Maximum-mg/l	9.1		
Monthly Average-mg/l	2.3		
July and August			
Daily Maximum-mg/l	9.1		
Monthly Average-mg/l	2.0		
November			
Daily Maximum-mg/l	9.1		
Monthly Average-mg/l	6.7		

A. EFFLUENT LIMITS AND MONITORING REQUIREMENTS (continued)

E. Coli - Colonies/100ml		3 times/week	Grab
April through October			
Weekly Geometric Average	4348		
Monthly Geometric Average	262		
November through March			
Monthly Geometric Average	2358		
pH - Standard Units	6.0-9.0	Daily	Grab
Dissolved Oxygen-mg/l			
Weekly Average (Minimum)	6.0	Daily	Grab
Temperature - °C	Monitor	Weekly	Grab
Total Kjeldahl Nitrogen (as N)-mg/l ⁽⁴⁾	Monitor	Weekly	24-Hour Composite
Nitrate (NO3)+ Nitrite (NO2) (as N)-mg/l ⁽⁴⁾	Monitor	Weekly	24-Hour Composite
Total Nitrogen (as N)-mg/l ⁽⁴⁾ (TKN + NO ₃ + NO ₂)	Calculate	Weekly	Calculate
Total Nitrogen (as N)-lbs/day (TKN + NO ₃ + NO ₂)	Calculate	Weekly	Calculate
Total Phosphorus (as P)-mg/l	Monitor	Weekly	24-Hour Composite
Total Phosphorus (as P)-lbs/day	Calculate	Weekly	Calculate
Chlorides-mg/l	Monitor	Monthly	24-Hour Composite
Copper - (Total Recoverable)-µg/l ⁽³⁾	Monitor	Monthly	24-Hour Composite
Lead - (Total Recoverable)-µg/l ⁽³⁾	Monitor	Monthly	24-Hour Composite
Whole Effluent Toxicity - See Supplemental Conditions E.1.			
Priority Pollutant Scan - See Supplemental Conditions E.2.			
Flow - MGD	Monitor	Daily	Meter

A. EFFLUENT LIMITS AND MONITORING REQUIREMENTS (continued)

Monitoring Location 005A1 (EDMR code: DWSTM005A1) - Arkansas River Downstream at 47th Street

E. coli - Colonies/100 ml	Monitor	Monthly	Grab
Total Hardness (as CaCO ₃)- mg/l	Monitor	Monthly	Grab
Dissolved Oxygen-mg/l	Monitor	Monthly	Grab
Temperature - °C	Monitor	Monthly	Grab
pH - Standard Units	Monitor	Monthly	Grab
Chlorides-mg/l	Monitor	Monthly	Grab
Ammonia (as N) - mg/l	Monitor	Monthly	Grab
Nitrate (NO ₃) as N-mg/l	Monitor	Monthly	Grab
Total Kjeldahl Nitrogen (as N)-mg/l	Monitor	Monthly	Grab
Total Phosphorus (as P)-mg/l	Monitor	Monthly	Grab

Extraneous Flow Basin Effluent at Plant 1

Discharges from the Extraneous Flow Basin at Plant 1 shall be controlled by and reported pursuant to Paragraphs 9 and 10 of the Standard Conditions.

FOOTNOTES:

- (1) Minimum of 85% removal required for BOD₅ and TSS. If inhibited BOD₅ test is used, limits are 5 mg/l less than shown.
- (2) Plant 2 shall be discharging, through the 001 outfall, at or above 54 MGD prior to allowing any discharge of effluent from the Extraneous Flow Basin at Plant 1.
- (3) Minimum Reportable Limit for copper and lead shall be 10 µg/l and 5 µg/l respectively.
- (4) Permittee shall sample for these tests on the same day and calculate the total nitrogen only when both test values are available. The Minimum Reportable Limit (MRL) for TKN is 1 mg/l and for nitrate + nitrite is 0.1 mg/l. Values less than the MRL shall be reported using the less than sign (<) with the MRL value but for purposes of calculating and reporting the total nitrogen result, less than values shall be defaulted to zero.

B. STANDARD CONDITIONS

In addition to the specified conditions stated herein, the permittee shall comply with the attached Standard Conditions dated August 1, 2010.

C. SLUDGE REQUIREMENTS

Sludge disposal shall be in accordance with the 40 CFR Part 503 Sludge Regulations.

D. PRETREATMENT

The permittee shall implement and administer the pretreatment program in accordance with the General Pretreatment Regulations 40 CFR Part 403, as approved by the Kansas Department of Health and Environment and the Environmental Protection Agency.

E. BIOMONITORING AND PRIORITY POLLUTANTS

1. Whole Effluent Toxicity:

- a. Chronic Whole Effluent Toxicity (WET) testing on a 24-hr composite sample of the effluent shall be conducted quarterly. The 25% Inhibition Concentration, IC25, shall be equal to or greater than 66% effluent. Test results less than 66% are violations of this permit. The test procedures shall use the seven day static renewal test method in accordance with the EPA document, Short-Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms, fourth edition, October 2002 using test organisms *Pimephales promelas* (fathead minnow) and *Ceriodaphnia dubia* (water flea) within a dilution series containing 0%, 25%, 50%, 66%, 80%, and 100% effluent. KDHE reserves the right to increase or decrease testing frequency based upon compliance history and toxicity testing results.
- b. If the WET test results indicate the IC25 is equal to or greater than 66% effluent, the effluent has passed the toxicity test and a copy of the test report shall be due with the next scheduled Discharge Monitoring Report.
- c. If the WET test results indicate the IC25 is less than 66% effluent, the effluent has failed the toxicity test and the permittee shall immediately notify KDHE by telephone at (785) 296-5517 and submit to KDHE a copy of the test report within five days of receipt of the information. KDHE reserves the right to require the permittee to take such actions as are reasonable to identify and remedy any identified or predicted toxic conditions in the receiving stream outside of the mixing zone which is caused by the permittee's effluent.
- d. Permittee shall also test a portion of one of same effluent samples used for the WET test for the following parameters (required minimum reportable detection levels are in parenthesis):

Antimony (10 µg/L)*	Mercury (0.2 µg/L-Cold Vapor Method)
Arsenic (10 µg/L)*	Selenium (5 µg/L)*
Beryllium (5 µg/L)*	Silver (2 µg/L)*
Cadmium (2 µg/L)*	Thallium (10 µg/L)*
Chromium (10 µg/L)*	Zinc (20 µg/L)*
Copper (10 µg/L)*	Total Hardness as CaCO3 mg/l
Lead (5 µg/L)*	Ammonia as (0.2 mg/L)
Nickel (10 µg/L)*	

* Parameter shall be tested and reported as "total recoverable" metals.

- e. The permittee shall coordinate sampling for this test with other requirements of this permit. The permittee shall use a laboratory approved by KDHE for Whole Effluent Toxicity testing.
2. Permittee shall conduct a Priority Pollutant Scan on the effluent for the parameters listed in Table I, Priority Pollutant Scan, on the following pages. The Priority Pollutant Scan shall be conducted between January 1 and June 30, 2017 and the shall be reported with the next Discharge Monitoring Report following receipt of the results but not later than August 28, 2017.

Sample type shall be 24-hour composite except for Volatiles which shall be a grab sample. See Supplemental Condition E.1.d. for minimum detection limits for certain metals in the Priority Pollutant Scan.

Table I
Priority Pollutant Scan

Metals

Total Recoverable Arsenic (µg/l)
Total Recoverable Beryllium (µg/l)
Total Recoverable Cadmium (µg/l)
Total Recoverable Chromium (µg/l)
Total Recoverable Copper (µg/l)
Total Recoverable Lead (µg/l)
Total Mercury (µg/l)
Total Recoverable Molybdenum (µg/l)
Total Recoverable Potassium (µg/l)
Total Recoverable Nickel (µg/l)
Total Recoverable Selenium (µg/l)
Total Recoverable Silver (µg/l)
Total Recoverable Thallium (µg/l)
Total Recoverable Zinc (µg/l)

Pesticides

Aldrin (mg/l)
Alpha-BHC (mg/l)
Beta-BHC (mg/l)
Gamma-BHC (mg/l)
Delta-BHC (mg/l)
Chlordane (mg/l)
4,4-DDT (mg/l)
4,4-DDD (mg/l)
4,4-DDE (mg/l)
Dieldrin (mg/l)
Alpha-endosulfan (mg/l)
Beta-endosulfan (mg/l)
Endosulfan sulfate (mg/l)
Endrin (mg/l)
Endrin aldehyde (mg/l)
Heptachlor (mg/l)
Heptachlor epoxide (mg/l)
Toxaphene (mg/l)
Malathion (mg/l)
Diazinon (mg/l)

Polychlorinated Biphenyls (mg/l)

PCB-1242
PCB-1254
PCB-1221
PCB-1232
PCB-1248
PCB-1260
PCB-1016

Priority Pollutant Scan (continued)

Base/Neutral

Acenaphthene (mg/l)
Acenaphthylene (mg/l)
Anthracene (mg/l)
Benzidine (mg/l)
Benzo(a) anthracene (mg/l)
Benzo(a)pyrene (mg/l)
3,4-benzofluoranthene (mg/l)
Benzo (ghi) perylene (mg/l)
Benzo (b) fluoranthene (mg/l)
Bis(2-chloroethoxy)methane (mg/l)
Bis(2-chloroethyl)ether (mg/l)
Bis(2-ethylhexyl)phthalate (mg/l)
Bis(2-chloroisopropyl) ether (mg/l)
1,2-diphenylhydrazine (mg/l)
Fluoranthene (mg/l)
Fluorene (mg/l)
Nitrobenzene (mg/l)
N-nitrosodimethylamine (mg/l)
N-nitrosodi-n-propylamine (mg/l)
N-nitrosodiphenylamine (mg/l)
Phenanthrene (mg/l)
Pyrene (mg/l)
1,2,4-trichlorobenzene (mg/l)
4-bromophenyl phenyl ether (mg/l)
Butyl benzyl phthalate (mg/l)
2-chloronaphthalene (mg/l)
4-chlorophenyl phenyl ether (mg/l)
Chrysene (mg/l)
Dibenzo(a,h) anthracene (mg/l)
1,2-dichlorobenzene (mg/l)
1,3-dichlorobenzene (mg/l)
1,4-dichlorobenzene (mg/l)
3,3-dichlorobenzidine (mg/l)
Dimethyl phthalate (mg/l)
Diethyl phthalate (mg/l)
Di-n-butyl phthalate (mg/l)
2,4-dinitrotoluene (mg/l)
2,6-dinitrotoluene (mg/l)
Di-n-octyl phthalate (mg/l)
Hexachlorobenzene (mg/l)
Hexachlorobutadiene (mg/l)
Hexachlorocyclopentadiene (mg/l)
Hexachloroethane (mg/l)
Indeno (1,2,3-cd) pyrene (mg/l)
Naphthalene (mg/l)
Isophorone (mg/l)

Priority Pollutant Scan (continued)

Acid Compounds

2-chlorophenol (mg/l)
2,4-dichlorophenol (mg/l)
2,4-dimethylphenol (mg/l)
2,4-dinitrophenol (mg/l)
2-nitrophenol (mg/l)
4-nitrophenol (mg/l)
Parachlorometa cresol (mg/l)
Pentachlorophenol (mg/l)
Phenol (mg/l)
4,6-dinitro-o-cresol (mg/l)
2,4,6-trichlorophenol (mg/l)

Volatiles

Acrolein (mg/l)
Acrylonitrile (mg/l)
Benzene (mg/l)
Bromoform (mg/l)
Carbon Tetrachloride (mg/l)
Chlorobenzene (mg/l)
Chlorodibromomethane (mg/l)
Chloroethane (mg/l)
2-chloroethylvinyl ether (mg/l)
Chloroform (mg/l) (mg/l)
Dichlorobromomethane (mg/l)
1,1-dichloroethane (mg/l)
1,2-dichloroethane (mg/l)
1,1-dichloroethylene (mg/l)
1,2-dichloropropane (mg/l)
1,3-dichloropropylene (mg/l)
Ethylbenzene (mg/l)
Methyl bromide (mg/l)
Methyl chloride (mg/l)
Methylene chloride (mg/l)
1,1,2,2-tetrachloroethane (mg/l)
Tetrachloroethylene (mg/l)
Toluene (mg/l)
1,2 trans-dichloroethylene (mg/l)
1,1,1-trichloroethane (mg/l)
1,1,2-trichloroethane (mg/l)
Trichloroethylene (mg/l)
Vinyl chloride (mg/l)

Miscellaneous

Total Cyanide (mg/l)*
Total Phenols (mg/l)

- * The total cyanide analysis must include preliminary treatment of the sample to avoid NO₂⁻ interference. Addition of sulfamic acid to the sample before distillation can prevent such interference. See Standard Methods for the Examination of Water and Wastewater, 18th Edition, 4500-CN B. Preliminary Treatment of Samples.

STANDARD CONDITIONS FOR
KANSAS WATER POLLUTION CONTROL AND
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMITS

1. Representative Sampling and Discharge Monitoring Report Submittals:

- A. Samples and measurements taken as required herein shall be representative of the quality and quantity of the monitored discharge. Test results shall be recorded for the day the samples were taken. If sampling for a parameter was conducted across more than one calendar day, the test results may be recorded for the day sampling was started or ended. All samples shall be taken at the locations designated in this permit, and unless specified, at the outfall/monitoring location(s) before the wastewater joins or is diluted by any other water or substance.
- B. Monitoring results shall be recorded and reported on forms acceptable to the Division and postmarked no later than the 28th day of the month following the completed reporting period. Signed and certified copies of these, prepared in accordance with KAR 28-16-59, and all other reports required herein, may be FAXed to 785.296.0086, e-mailed as scanned attachments to dmr4kdhe@kdheks.gov, or sent by U.S. mail to:

Kansas Department of Health & Environment
Bureau of Water-Technical Services Section
1000 SW Jackson Street, Suite 420
Topeka, KS 66612-1367

2. Definitions:

- A. Unless otherwise specifically defined in this permit, the following definitions apply:
1. The "Daily Maximum" is the total discharge by weight or average concentration, measurement taken, or value calculated during a 24-hour period. The parameter, pH, is limited as a range between and including the values shown.
 2. The "Weekly Average" is the arithmetic mean of the value of test results from samples collected, measurements taken or values calculated during four monitoring periods in each month consisting of calendar days 1-7, 8-14, 15-21 and 22 through the end of the month.
 3. The "Monthly Average", other than for E. coli bacteria, is the arithmetic mean of the value of test results from samples collected, measurements taken or values calculated during a calendar month. The monthly average is determined by the summation of all calculated values or measured test results divided by the number of calculated values or test results reported for that parameter during the calendar month. The monthly average for E. coli bacteria is the geometric average of the value of the test results from samples collected in a calendar month. The geometric average can be calculated by using a scientific calculator to multiply all the E. coli test results together and then taking the nth root of the product where n is the number of test results. Non-detect values shall be reported using the less than symbol (<) and the minimum detection or reportable value. To calculate average values, non-detects shall be defaulted to zero (or one for geometric averages). Greater than values shall be reported using the greater than symbol (>) and the reported value. To calculate average values, the greater than reported value shall be used in the averaging calculation.
- B. A "grab sample" is an individual sample collected in less than 15 minutes. A "composite sample" is a combination of individual samples in which the volume of each individual sample is proportional to the flow, or the sample frequency is proportioned to the flow rate over the sample period, or the sample frequency is proportional to time.
- C. The terms "Director", "Division", and "Department" refer to the Director, Division of Environment, Kansas Department of Health and Environment, respectively.
- D. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of an in-plant diversion. Severe property damage does not mean economic loss caused by delays in production.
- E. "Bypass" means the intentional diversion of waste streams from any portion of the treatment facility.

3. **Schedule of Compliance:** No later than 14 calendar days following each date identified in the "Schedule of Compliance," the permittee shall submit via mail, e-mail or fax per paragraph 1.B above, either a report of progress or, in the case of specific action being required by identified dates, a written notice of compliance or noncompliance. In the latter case, the notice shall include the cause of noncompliance, any remedial actions taken, and the probability of meeting the next scheduled requirements, or, if there are no more scheduled requirements, when such noncompliance will be corrected.
4. **Test Procedures:** All analyses required by this permit shall conform to the requirements of 40 CFR Part 136, unless otherwise specified, and shall be conducted in a laboratory accredited by the Department. For each measurement or sample, the permittee shall record the exact place, date, and time of measuring/sampling; the date and time of the analyses, the analytical techniques or methods used, minimum detection or reportable level, and the individual(s) who performed the measuring/sampling and analysis and, the results. If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved procedures, the results shall be included in the Discharge Monitoring Report form required in 1.B. above. Such increased frequencies shall also be indicated.
5. **Change in Discharge:** All discharges authorized herein shall be consistent with the permit requirements. The discharge of any pollutant not authorized by this permit or of any pollutant identified in this permit more frequently than or at a level in excess of that authorized shall constitute a violation of this permit. Any anticipated facility expansions, production or flow increases, or production or wastewater treatment system modifications which result in a new, different, or increased discharge of pollutants shall be reported to the Division at least one hundred eighty (180) days before such change.
6. **Facilities Operation:** The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the requirements of this permit and Kansas and Federal law. Proper operation and maintenance also include adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the requirements of this permit. The permittee shall take all necessary steps to minimize or prevent any adverse impact to human health or the environment resulting from noncompliance with any effluent limits specified in this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge. When necessary to maintain compliance with the permit requirements, the permittee shall halt or reduce those activities under its control which generate wastewater routed to this facility.
7. **Incidents:**

"Collection System Diversion" means the diversion of wastewater from any portion of the collection system.

"In-Plant Diversion" means routing the wastewater around any treatment unit in the treatment facility through which it would normally flow.

"In-Plant Flow Through" means an incident in which the wastewater continues to be routed through the equipment even though full treatment is not being accomplished because of equipment failure for any reason.

"Spill" means any discharge of wastewater, sludge or other materials from the treatment facility other than effluent or as more specifically described by other "Incidents" terms.

"Upset" means an exceptional incident in which there is unintentional and temporary noncompliance or anticipated noncompliance with permit effluent limits because of factors beyond the reasonable control of the permittee, as described by 40 C.F.R. 122.41(n).
8. **Diversions not Exceeding Limits:** The permittee may allow any diversion to occur which does not cause effluent limits to be exceeded, but only if it also is for essential maintenance to assure efficient operation. Such diversions are not subject to the Incident Reporting requirements shown below.
9. **Prohibition of an In-Plant Diversion:** Any in-plant diversion from facilities necessary to maintain compliance with this permit is prohibited, except: (a) where the in-plant diversion was unavoidable to prevent loss of life, personal injury, or severe property damage; (b) where there were no feasible alternatives to the in-plant diversion, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime and (c) the permittee submitted a notice as required in the Incident Reporting paragraph below. The Director may approve an anticipated in-plant diversion, after considering its adverse effects, if the Director determines that it will meet the three conditions listed above.

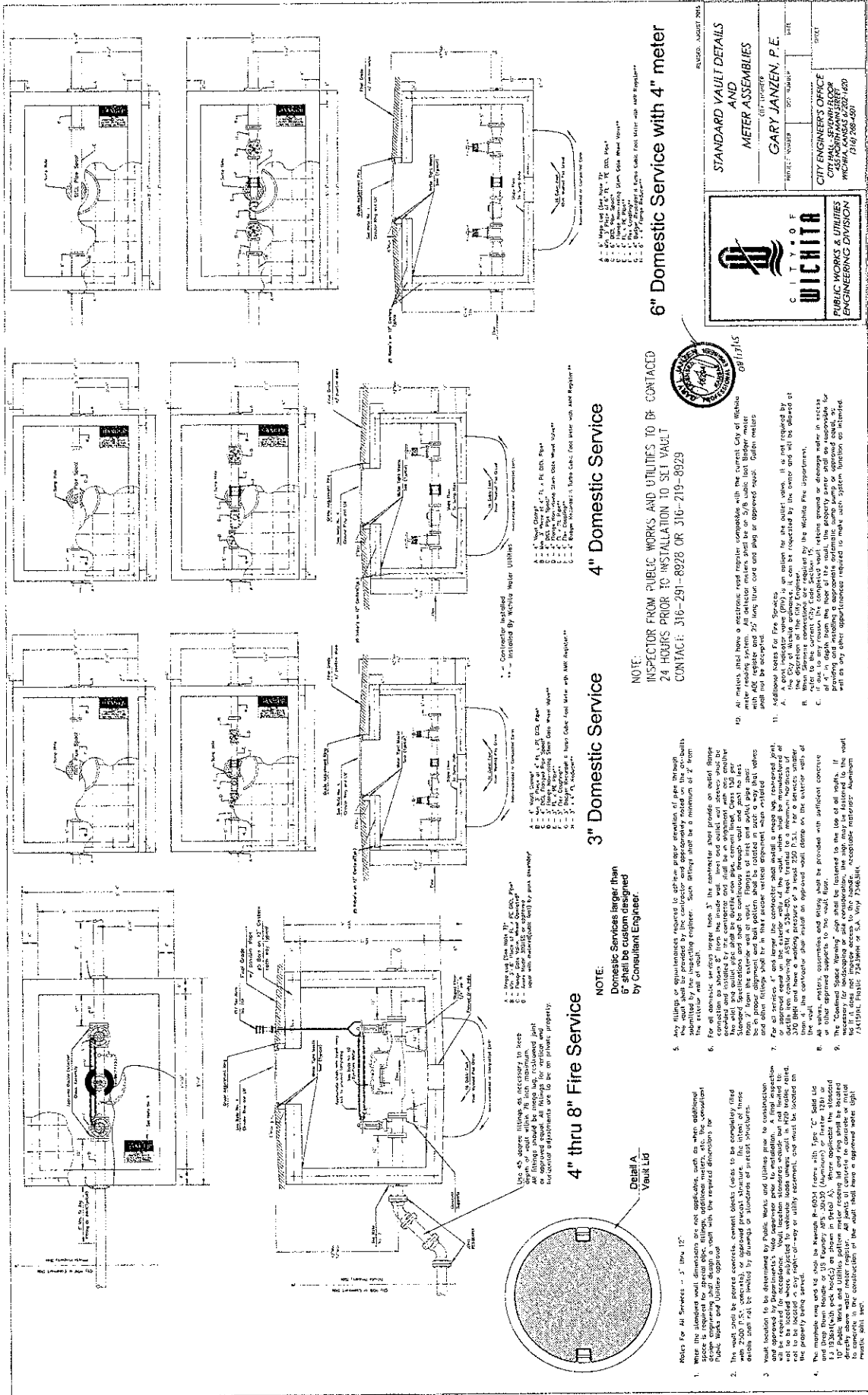
10. Incident Reporting: The permittee shall report any unanticipated collection system diversion, in-plant diversion, in-plant flow through occurrences, spill, upset or any violation of a permitted daily maximum limit within 24 hours from the time the permittee became aware of the incident. A written submission shall be provided within 5 days of the time the permittee became aware of the incident. The written submission shall contain a description of the noncompliance and its cause, the period of noncompliance, including exact dates and times; and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. An Incident Report form is available at www.kdheks.gov/water/tech.html.

For an anticipated incident or any planned changes or activities in the permitted facility that may result in noncompliance with the permit requirements, the permittee shall submit written notice, if possible, at least ten days before the date of the event.

For other noncompliance, the above information shall be provided with the next Discharge Monitoring Report.

11. Removed Substances: Solids, sludges, filter backwash, or other pollutants removed in the course of treatment of water shall be utilized or disposed of in a manner acceptable to the Division.
12. Power Failures: The permittee shall provide an alternative power source sufficient to operate the wastewater control facilities or otherwise control pollution and all discharges upon the loss of the primary source of power to the wastewater control facilities.
13. Right of Entry: The permittee shall allow authorized representatives of the Division of Environment or the Environmental Protection Agency upon the presentation of credentials, to enter upon the permittee's premises where an effluent source is located, or in which are located any records required by this permit, and at reasonable times, to have access to and copy any records required by this permit, to inspect any facilities, monitoring equipment or monitoring method required in this permit, and to sample any influents to, discharges from or materials in the wastewater facilities.
14. Transfer of Ownership: The permittee shall notify the succeeding owner or controlling person of the existence of this permit by certified letter, a copy of which shall be forwarded to the Division. The succeeding owner shall secure a new permit. This permit is not transferable to any person except after notice and approval by the Director. The Director may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary.
15. Records Retention: Unless otherwise specified, all records and information resulting from the monitoring activities required by this permit, including all records of analyses and calibration and maintenance of instruments and recordings from continuous monitoring instruments, shall be retained for a minimum of 3 years, or longer if requested by the Division. Biosolids/sludge records and information are required to be kept for a minimum of 5 years, or longer if requested by the Division. Groundwater monitoring data, including background samples results, shall be kept for the life of the facility regardless of ownership.
16. Availability of Records: Except for data determined to be confidential under 33 USC Section 1318, all reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Department. Effluent data shall not be considered confidential. Knowingly making any false statement on any such report or tampering with equipment to falsify data may result in the imposition of criminal penalties as provided for in 33 USC Section 1319 and KSA 65-170c.
17. Permit Modifications and Terminations: As provided by KAR 28-16-62, after notice and opportunity for a hearing, this permit may be modified, suspended or revoked or terminated in whole or in part during its term for cause as provided, but not limited to those set forth in KAR 28-16-62 and KAR 28-16-28b through g. The permittee shall furnish to the Director, within a reasonable amount of time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish upon request, copies of all records required to be kept by this permit. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

18. Toxic Pollutants: Notwithstanding paragraph 17 above, if a toxic effluent standard or prohibition (including any schedule of compliance specified at such effluent standards) is established under 33 USC Section 1317(a) for a toxic pollutant which is present in the discharge and such standard or prohibition is more stringent than any limitation for such pollutant in this permit, this permit shall be revised or modified in accordance with the toxic effluent standard or prohibition. Nothing in this permit relieves the permittee from complying with federal toxic effluent standards as promulgated pursuant to 33 USC Section 1317.
19. Administrative, Civil and Criminal Liability: The permittee shall comply with all requirements of this permit. Except as authorized in paragraph 9 above, nothing in this permit shall be construed to relieve the permittee from administrative, civil or criminal penalties for noncompliance as provided for in KSA 65-161 *et seq.*, and 33 USC Section 1319.
20. Oil and Hazardous Substance Liability: Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities or penalties to which the permittee is or may be subject to under 33 USC Section 1321 or KSA 65-164 *et seq.* A municipal permittee shall promptly notify the Division by telephone upon discovering crude oil or any petroleum derivative in its sewer system or wastewater treatment facilities.
21. Industrial Users: A municipal permittee shall require any industrial user of the treatment works to comply with 33 USC Section 1317, 1318 and any industrial user of storm sewers to comply with 33 USC Section 1308.
22. Property Rights: The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights nor any infringements of or violation of federal, state or local laws or regulations.
23. Operator Certification: The permittee shall, if required, ensure the wastewater facilities are under the supervision of an operator certified by the Department. If the permittee does not have a certified operator or loses its certified operator, appropriate steps shall be taken to obtain a certified operator as required by KAR 28-16-30 *et seq.*
24. Severability: The provisions of this permit are severable. If any provision of this permit or any circumstance is held invalid, the application of such provision to other circumstances and the remainder of the permit shall not be affected thereby.
25. Removal from Service: The permittee shall inform the Division at least three months before a pumping station, treatment unit, or any other part of the treatment facility permitted by this permit is to be removed from service and shall make arrangements acceptable to the Division to decommission the facility or part of the facility being removed from service such that the public health and waters of the state are protected.
26. Duty to Reapply: A permit holder wishing to continue any activity regulated by this permit after the expiration date, must apply for a new permit at least 180 days prior to expiration of the permit.



RESOLUTION NO. 15-387

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the “Utility”); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the “Act”), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Spirit Effluent Improvements

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is **\$4,000,000**. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$4,320,000** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this

Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the “Notice”); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on December 10, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

(Published in *The Wichita Eagle*, on _____.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), by Resolution No. __-____, duly adopted _____, 2015, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the “Utility”), in the following manner:

Spirit Effluent Improvements

(the “Project”) at an estimated cost, including related design and engineering expenses of **\$4,000,000**.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed **\$4,320,000** under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR:

2015

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 18 Public Works & Utilities

DIVISION:

Sewage Treatment

RESOLUTION/ORDINANCE #:

FUND: 533 Sewer Construction

ENGINEERING REFERENCE #:

COUNCIL DISTRICT: 07 All Districts

DATE COUNCIL APPROVED:

REQUEST DATE:

PROJECT #:

PROJECT TITLE: Spirit Effluent Line

PROJECT DETAIL #:

PROJECT DETAIL DESCRIPTION: Spirit Effluent Line

OCA #:

OCA TITLE:

PERSON COMPLETING FORM: Nicole Alvarado

PHONE #: 268-4572

PROJECT MANAGER: Deb Ary

PHONE #: 268-4614

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9813 Cash Transfer In	\$4,000,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$4,000,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$4,000,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$4,000,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE: 12-10-15

DATE: 12/10/15

DATE:

City of Wichita
City Council Meeting
December 15, 2015

TO: Mayor and City Council

SUBJECT: Request for Resolution of Support for Application for Housing Tax Credits:
Peaceful Village Apartments (District III)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Adopt the resolution for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement.

Background: The Housing Tax Credit Program is administered by the Kansas Housing Resources Corporation. Enacted in the Tax Reform Act of 1986, the Housing Tax Credit Program is designed to secure private equity capital for the development of affordable rental housing. The program can provide as much as 55%-60% of the total development cost, which reduces the amount of debt financing in affordable rental housing developments. This allows lower rents and greater affordability. The State receives a tax credit allocation from the Federal government, and requires developers/owners to obtain a resolution of support from the local government when submitting applications for financing through the program.

The City has received a request from Ross Parkway Apartments, Inc., for a City Council resolution of support for an application for 9% Housing Tax Credits in connection with the renovation of the Peaceful Village Apartments.

Under the City's adopted Housing Tax Credit (HTC) Policy, developers/owners must present proposed Housing Tax Credit projects to the applicable District Advisory Board (DAB). The policy also requires a review by the City's Development Coordinating Committee (DCC). The Planning Department and the Metropolitan Area Building and Construction Department (MABCD) also review the project for zoning and design appropriateness and provide comments regarding consistency with neighborhood plans, if applicable. Once the project is reviewed by the DAB, DCC, Planning and MABCD, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the Housing Tax Credit application.

Analysis: The Peaceful Village Apartments project is located on two parcels at 3703-3809 Ross Parkway. According to the application, the proposed renovation of the six existing buildings will provide a total of 72 apartment units, including 71 three-bedroom units and one two-bedroom unit. The scope of work includes installation of new flooring and appliances in all units, painting, and improvements to the plumbing and electrical systems. The building exteriors will be rehabilitated, and a facade will be added to the roof lines to improve the appearance of the buildings. A clubhouse building is to be constructed as well, which will feature office space and a community laundry room.

Preliminary tax credit rent amounts, net of utility allowances, are estimated to be \$585 for the three-bedroom units and \$560 for the two-bedroom unit. The City's HTC Policy requires a set-aside of 20% of the units for market-rate tenants. The applicant is requesting waiver of this requirement, citing extenuating circumstances related to market conditions. The applicant believes the market conditions support a deviation from the guideline because the additional income that could be generated from

additional non-HTC units at this location would be minimal, at best, and would not support additional debt service.

The Planning Department reviewed the proposed project and recommends adoption of the resolution of support for the application for HTCs, stating that the Planeview neighborhood has been identified in the Wichita-Sedgwick County Comprehensive Plan as being in need of significant public and private sector reinvestment and redevelopment. Planning staff is of the opinion that the proposed project would be a positive improvement to the neighborhood, as a whole.

MABCD reviewed the project proposal and the preliminary site plan. A total of 126 parking spaces will be required for the apartment buildings, plus additional spaces for the clubhouse. At least five to six accessible parking spaces will be required, depending on the configuration of the parking areas. At least one accessible parking space will be required for the clubhouse, as well. An accessible path will be required for access to the common areas. The proposed project must comply with drainage requirements, in accordance with redevelopment standards.

Fair Housing Act (FHA) accessibility provisions will not apply to the apartment buildings, as they were constructed prior to the enforcement date, but funding sources may require accessibility features. The clubhouse will be subject to standard Americans with Disabilities Act (ADA) requirements. The apartment buildings and the clubhouse are considered to be commercial buildings, subject to provisions of the International Building Code (IBC), requiring submission of plans for review and approval. Since the work area, as defined in the International Existing Building Code, is in excess of 50% of the area of each apartment building, an approved automatic sprinkler system will be required. Dwelling units are required to be separated from one another by not less than one hour fire-resistant construction (both walls and floor/ceiling assemblies). Hard-wired smoke detectors will be required within all bedrooms and common areas directly outside of the bedrooms. In addition, electrical wiring exposed during demolition activities is required to be upgraded to comply with current standards. This also applies to fixtures and devices. Stair railings must be modified to comply with current standards or be replaced with compliant rails/guards.

DAB III voted (8-0) to recommend adoption of the resolution of support, with waiver of the 20% market rate unit requirement. The DCC also voted to recommend adoption of the resolution of support with the waiver.

Housing and Community Services (HCS) staff believes that the proposed project will provide safe, clean, affordable rental housing, and recommends adoption of a resolution of support by the City Council with waiver of the 20% market rate unit requirement. HCS staff considers the applicant's request for the partial waiver to be reasonable, based on review of the applicant's pro forma financials and cash flow projections, and an informal survey of apartment rent amounts within the surrounding area.

The resolution of support will not constitute final plan or design approval. If the project is awarded Housing Tax Credits, the project developer must comply with all requirements associated with appropriate plan reviews required for issuance of a City building permit. These reviews will include compliance with the City of Wichita's Housing Tax Credit Policy design guidelines. Further, the developer must comply with any additional reviews that may be requested by the City Council member in whose district the proposed project is planned.

Vetting of the applicant was conducted by Office of Economic Development staff. Economic Development staff noted that the applicant has a history of numerous code violations. The applicant's business strategy is investment and rehabilitation of dilapidated buildings. The applicant owns a substantial number of investment properties within the City of Wichita, and has resolved all code cases prior to 2015 and seven of 12 cases from 2015.

Financial Considerations: The total project cost is estimated to be \$7,429,521, including \$4,726,000 in construction costs. The project will be financed with HTCs, a private bank loan, and a loan from the Federal Home Loan Bank's Affordable Housing Program. The City will not be involved in the financing

of the project.

Legal Considerations: The Law Department has reviewed the resolution and approved it as to form.

Recommendations/Actions: It is recommended that the City Council adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement.

Attachment: Resolution.

RESOLUTION NO. 15-382

A RESOLUTION ESTABLISHING SUPPORT OF THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas has been informed by Ross Parkway Apartments, Inc., that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on a site legally described as follows:

Lot 1, Block A, Planeview Sub. No.2, Wichita, Sedgwick County, Kansas, and
Lot 1, Block S, Planeview Sub. No. 1, Wichita, Sedgwick County, Kansas,
also known as:
3703 through 3809 E. Ross Parkway, Wichita, Kansas

WHEREAS, this housing development will contain up to 72 apartment units including 71 three-bedroom units, and 1 two-bedroom unit and a clubhouse/community building, with all apartment units subject to the restrictions imposed by the Kansas Housing Resources Corporation, for purposes of enforcing the requirements of the Low-Income Housing Tax Credit Program.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until December 15, 2017. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

This resolution does not constitute design or plan approval by the City of Wichita. The project design must comply with the City of Wichita's Housing Tax Credit Policy design guidelines, which will be determined by the Metropolitan Area Planning Department and the Metropolitan Area Building and Construction Department, after the project is approved for tax credits. During that review, complete building plans may be submitted to the Council Member, at the Council Member's request, prior to issuance of a building permit. All projects must comply with all applicable building codes, zoning codes, ordinances, and requirements.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this
15th day of December, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law

**City of Wichita
City Council Meeting
December 15, 2015**

TO: Mayor and City Council

SUBJECT: State and Federal Legislative (Lobbying) Services Vendor Selection and Agreements

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve the selection of vendors to provide state and federal legislative services for calendar year 2016 and the associated contracts.

Background: On September 22, 2015, the City released a Request for Proposal related to state and federal legislative (lobbying) services for 2016. Approximately 60 government relations companies were contacted, and seven companies submitted proposals. Two companies proposed providing only state services, one sought to provide only federal services, and four proposed providing both services. Personal and telephone interviews were conducted with four of the seven applicants on November 13, 2015. As per the evaluation criteria, the selection committee considered the companies' proposals, interviews, and references, as well as the City's legislative needs and goals, prior to recommending the selection of Bright and Carpenter Consulting as the state lobbyist and Alcalde & Fay as the federal lobbyist.

Analysis: The services to be performed by the contracted state lobbyist include, but are not limited to, developing a state legislative agenda, serving as the legislative liaison between the City and state legislators, monitoring state legislation affecting the City's interests, promoting state legislation favorable to the City's interests, monitoring interim legislative hearings and other activities when the legislature is not in session, and coordinating meetings between the City Council and state legislators and agencies.

The services to be performed by the contracted federal lobbyist include, but are not limited to, developing a federal legislative agenda, monitoring federal legislation and agency actions affecting the City's interests, promoting federal legislation and actions favorable to the City's interests, assisting efforts to secure federal funding for City operations, and coordinating meetings between the City Council and federal legislators and agencies.

Financial Considerations: Fees for the state legislative professional services contract are not to exceed \$50,000 excluding administrative expenses. Fees for the federal legislative professional services contract are not to exceed \$78,000 excluding administrative expenses. Funding for both contracts will be allocated from the Intergovernmental Affairs budget (City Manager's Office) via the General Fund.

Legal Considerations: The contracts have been reviewed and approved as to form.

Recommendations/Actions: It is recommended that the City Council approve the selection of Bright and Carpenter Consulting as the City's state lobbyist for 2016, the selection of Alcalde & Fay as the City's federal lobbyist for 2016, and the respective contracts for each.

Attachments:

Contract with Bright and Carpenter Consulting

Contract with Alcalde & Fay

AGREEMENT

By and Between

CITY OF WICHITA, KANSAS

and

BRIGHT AND CARPENTER CONSULTING, INC.

AGREEMENT PERTAINING TO PROFESSIONAL SERVICES
TO PROVIDE STATE LEGISLATIVE CONSULTING AND GRANT SERVICES

THIS AGREEMENT, made and entered into this 15th day of December, 2015 by and between the City of Wichita, Kansas, a municipal corporation of the State of Kansas, having its principal office at 455 North Main Street, Wichita, Kansas, 67202, (hereinafter called "City"), and Bright and Carpenter Consulting, Inc., 825 S Kansas Ave, Suite 502, Topek, KS 66612, (316) 640-1422 (hereinafter called "Consultant");

WITNESSETH:

WHEREAS, it has been deemed necessary for the City to employ an outside consultant to provide State of Kansas legislative consulting for the City; and

WHEREAS, the Consultant is experienced in and familiar with the regulatory issues presented and desires to provide such services to the City.

NOW, THEREFORE, the parties agree hereto as follows:

1. The Consultant shall be retained by the City to provide State Legislative professional consulting services as per Consultant proposal submittal on October 20, 2015 and Attachment B Scope of Work in Request for Proposal FP540065.

2. The Consultant shall be compensated for his professional services on the basis of monthly retainer and actual expenses incurred in performing services for and on behalf of the City. The annual retainer of compensation shall be \$50,000 for work performed by Consultant. Administrative and entertainment expenses will be billed monthly with the appropriate receipts. Expenses include, by are not limited to copying, postage, meals and/or travel, including any travel or entertainment costs specific to the City of Wichita. In addition, City of Wichita will reimburse Consultant for sponsorship of major events by the City of Wichita. Examples of such sponsorships would be full committee luncheons, dinners or legislative receptions. City of Wichita approval for such sponsorship would be approved by the project manager in advance.

3. The total annual compensation pursuant to this Agreement shall not exceed the sum of fifty thousand dollars (\$50,000) which will be divided equal monthly installments for legislative consulting services unless specifically authorized by the City Manager of the City of Wichita, Kansas.

4. The Consultant will maintain a record, indicating in brief summary a description of the work performed and expenses incurred. A copy of such record shall be attached to the statement.

5. Payments for professional services and expenses shall be made upon presentation of statements for the same as approved by the project manager, Ken Evans, Strategic Communications Director (316)268-4240. There shall be no further compensation for services rendered hereunder or for expenses incurred in addition to those specified above in the absence of prior, written consent. It is understood that the Consultant shall have no responsibility to perform services if the City does not authorize additional funds for payment of same.

6. The term of this contract shall be for a period of approximately one (1) year, beginning on the execution of the Agreement ending December 31, 2016. The parties further agree that the right is reserved by either party to terminate this Agreement at any time, upon thirty (30) day written notice, provided however, that in any case the Consultant shall be paid pro rata monthly fee and expenses incurred at the time of said notice. Upon termination of this Agreement by either party, the Consultant agrees to cooperate with any successor consultant, including the delivery of all files, exhibits, notes, research and other materials relating to this Agreement.

7. The Consultant agrees he will not discriminate against any person in the performance of services under this Agreement because of race, color, sex, religion, national origin, ancestry, age, or disability.

8. It is the intent of the parties that the provisions of this Agreement not violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) or the Kansas Budget Law (K.S.A. 79-2925). Therefore, notwithstanding anything to the contrary herein contained, the City's obligations under this Agreement are to be construed in a manner that assumes that the City is at all times not in violation of the Cash Basis Law or the Budget Law.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the day and year first written above.

THE CITY OF WICHITA, KANSAS

Jeff Longwell, Mayor

Approved as to Form:

Jennifer Magaña, City Attorney and
Director of Law

CONSULTANT

Natalie Bright, Managing Partner

Exhibit A

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

Scope of Services

General:

- Provide all State of Kansas lobbying services for the City of Wichita.
- Serve as the primary legislative liaison between the City and the state legislature representatives.
- Track and monitor State of Kansas legislation affecting the City's interests through all stages of the legislative process.
- Track and monitor State of Kansas agency actions and programs affecting the City's interests.
- Prior to the start of the legislative session, provide an analysis to the City Council of key issues, initiatives, bills, and agendas that are of interest or may have a direct impact on the City.
- During the legislative session, provide regular updates, issue summaries, and an end-of-session summary of actions taken by State of Kansas legislatures to the City Manager and City Council.
- Lead the development of the City's annual state legislative agendas, as well as a proactive plan of action to advance either the passage or defeat of legislation affecting the City's interests.
- Register as a lobbyist for the City of Wichita with the appropriate State of Kansas, if needed.
- Maintain compliance with all State of Kansas statutes governing lobbying activities and lobbyists.
- Report directly to the Strategic Communications Director and work closely with the City Council, City Manager, Assistant City Managers, City Law Department, and City Department Directors.
- Perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign and that are mutually agreeable to both parties under the Contract.

Legislative:

- Promote and support legislative and/or agency actions favorable to the City's interests.
- Promote the defeat of legislative and/or agency actions detrimental to the City's interests.
- Actively aid in the preparation of testimony, appearing before legislative and interim committees when necessary. Coordinate committee appearances by other City representatives, as needed.
- Monitor legislative interim hearings and other events pertaining to the City's interests when the state legislature is not in session.
- Maintain open lines of communication with legislative leadership, the South-Central Kansas state legislative delegation, other members of the Kansas House and Senate, and the City's Congressional representatives.

Internal Coordination:

- Work with the Strategic Communications Director, Ken Evans, (316) 268-4240 to coordinate lobbying efforts, the development of legislative agendas, and meetings with legislators and /or state officials.

- Work with City departments to identify state issues, programs, and grants of importance to the City.
- Provide continuous and ongoing legislative advice to the City concerning the City's platform issues.
- Work with the City's Law Department to determine the impact of all proposed legislation and agency actions on the City.
- Assist efforts to secure federal funding from programs applicable to City operations.

Meeting Coordination:

- Coordinate visits and meetings between the City Council and with state legislators and agencies.
- Assist with the scheduling of legislative town halls during the legislative session.
- Attend meetings where legislative matters of importance to the City's interests will be discussed.
- Attend weekly policy lunches hosted by the League of Kansas Municipalities during the legislative session.
- Attend pertinent sessions of the League of Kansas Municipalities annual conference and/or other meetings and conferences, as requested.

Deliverables:

- Consultant will provide through a series of monthly written reports, regular appropriations and budget updates, and interim reports. Routine communication with Strategic Communications Director, Ken Evans by email, phone, conference calls, or video conferences. Provide a year-end annual report.

AGREEMENT

By and Between

CITY OF WICHITA, KANSAS

and

ALCALDE & FAY, LTD.

AGREEMENT PERTAINING TO PROFESSIONAL SERVICES
TO PROVIDE FEDERAL LEGISLATIVE CONSULTING AND GRANT SERVICES

THIS AGREEMENT, made and entered into this 15th day of December, 2015 by and between the City of Wichita, Kansas, a municipal corporation of the State of Kansas, having its principal office at 455 North Main Street, Wichita, Kansas, 67202, (hereinafter called "City"), and Alcalde & Fay, Ltd., 2111 Wilson Boulevard, 8th Floor, Arlington VA, 22201, (703)841-0626 (hereinafter called "Consultant");

WITNESSETH:

WHEREAS, it has been deemed necessary for the City to employ an outside consultant to provide federal legislative consulting and grant services for the City; and

WHEREAS, the Consultant is experienced in and familiar with the regulatory issues presented and desires to provide such services to the City.

NOW, THEREFORE, the parties agree hereto as follows:

1. The Consultant shall be retained by the City to provide federal legislative professional consulting and grant services to assist in obtaining essential support and direct Federal assistance for transportation, economic development, criminal justice and law enforcement programs/projects, health services, a range of education and community programs, and water and

wastewater infrastructure projects as per Consultant proposal submittal on October 20, 2015 and Attachment B Scope of Work in Request for Proposal FP540065.

2. The Consultant shall be compensated for professional services on the basis of monthly retainer and actual expenses incurred in performing services for and on behalf of the City. The monthly retainer of compensation shall be \$6,500 per month for work performed by Consultant. This monthly retainer is exclusive of out-of-pocket expenses for services such as telephone, tolls, copying, messenger service, parking, transportation, and postage, which are billed at the actual cost expended. Anticipated average cost are not to exceed \$50 per month.

3. The total annual compensation pursuant to this Agreement shall not exceed the sum of seventy-eight thousand dollars (\$78,000) excluding out-of-pocket expenses for services unless specifically authorized by the City Manager of the City of Wichita, Kansas.

4. The Consultant will maintain a record, indicating in brief summary a description of the work performed and expenses incurred. A copy of such record shall be attached to the statement.

5. Payments for professional services and expenses shall be made upon presentation of statements for the same as approved by the project manager, Ken Evans, Strategic Communications Director, (316) 268-4240. There shall be no further compensation for services rendered hereunder or for expenses incurred in addition to those specified above in the absence of prior, written consent. It is understood that the Consultant shall have no responsibility to perform services if the City does not authorize additional funds for payment of same.

6. The term of this contract shall be for a period of approximately one (1) year, beginning on the execution of this Agreement and ending December 31, 2016. The parties further agree that the right is reserved by either party to terminate this Agreement at any time, upon thirty

(30) day written notice, provided however, that in any case the Consultant shall be paid for the pro rata monthly fee and expenses incurred at the time of said notice. Upon termination of this Agreement by either party, the Consultant agrees to cooperate with any successor consultant, including the delivery of all files, exhibits, notes, research and other materials relating to this Agreement.

7. The Consultant agrees not to discriminate against any person in the performance of services under this Agreement because of race, color, sex, religion, national origin, ancestry, age, or disability.

8. It is the intent of the parties that the provisions of this Agreement not violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) or the Kansas Budget Law (K.S.A. 79-2925). Therefore, notwithstanding anything to the contrary herein contained, the City's obligations under this Agreement are to be construed in a manner that assumes that the City is at all times not in violation of the Cash Basis Law or the Budget Law.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the day and year first written above.

THE CITY OF WICHITA, KANSAS

Jeff Longwell, Mayor

Approved as to Form:

Jennifer Magaña, City Attorney and
Director of Law

CONSULTANT

Jim Davenport, Esq., Managing Partner

Exhibit A

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

Scope of Services

General:

- Provide all federal lobbying services for the City of Wichita.
- Provide Federal Grant Assistance, which includes monitoring grant opportunities on a daily basis and providing the City with a Grant Alert for local governments.
- Offer customized grant prospecting services, granting writing and application development, peer evaluation and critique services, and cultivation of congressional support for the application.
- Serve as the primary legislative liaison between the City and the City's Congressional representatives.
- Track and monitor federal legislation affecting the City's interests through all stages of the legislative process.
- Track and monitor federal agency actions and programs affecting the City's interests.
- Prior to the start of the legislative session, provide an analysis to the City Council of key issues, initiatives, bills, and agendas that are of interest or may have a direct impact on the City.
- During the legislative session, provide regular updates, issue summaries, and an end-of-session summary of actions taken by Congress to the City Manager and City Council.
- Lead the development of the City's annual national legislative agendas, as well as a proactive plan of action to advance either the passage or defeat of legislation affecting the City's interests.
- Register as a lobbyist for the City of Wichita at the appropriate federal agency, if needed.
- Maintain compliance with all federal statutes governing lobbying activities and lobbyists.
- Report directly to the Strategic Communications Director and work closely with the City Council, City Manager, Assistant City Managers, City Law Department, and City Department Directors.
- Perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign and that are mutually agreeable to both parties under the Contract.

Legislative:

- Promote and support legislative and/or agency actions favorable to the City's interests.
- Promote the defeat of legislative and/or agency actions detrimental to the City's interests.
- Actively aid in the preparation of testimony, appearing before legislative and interim committees when necessary. Coordinate committee appearances by other City representatives, as needed.
- Monitor legislative interim hearings and other events pertaining to the City's interests when the Congress is not in session.
- Maintain open lines of communication with legislative leadership, other members of the Kansas House and Senate, and the City's Congressional representatives.

Internal Coordination:

- Work with the Strategic Communications Director, Ken Evans, (316) 268-4240 to coordinate lobbying efforts, the development of legislative agendas, and meetings with legislators.
- Work with City departments to identify federal issues, programs, and grants of importance to the City.
- Provide continuous and ongoing legislative advice to the City concerning the City's platform issues.
- Work with the City's Law Department to determine the impact of all proposed legislation and agency actions on the City.
- Assist efforts to secure federal funding from programs applicable to City operations.

Meeting Coordination:

- Coordinate visits and meetings between the City Council and with federal legislators and agencies.
- Assist with the scheduling of legislative town halls during the legislative session.
- Attend meetings where legislative matters of importance to the City's interests will be discussed.
- Attend various policy lunches hosted by pertinent agencies during the legislative session.
- Attend pertinent sessions of the agencies annual conference and/or other meetings and conferences, as requested.

Deliverables:

- Consultant will provide through a series of monthly written reports, regular appropriations and budget updates, and interim reports. Routine communication with Strategic Communications Director, Ken Evans by email, phone, conference calls, or video conferences. Provide a year-end annual report.

Wichita, Kansas
December 14, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works, Fanny Chan, Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, John Emerson, Fellow, representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated December 7, 2015, were read and on motion approved.

Bids were opened December 11, 2015, pursuant to advertisements published on:

Lateral 38, Main 2, Southwest Interceptor to serve Bartlow Addition (north of 47th Street South, east of Seneca) (468-85032/744397/636337/480089/775068) Traffic to be maintained during construction using flagpersons and barricades. (District IV)

Dutton Construction and Plumbing LLC - \$22,032.00

Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

PUBLIC WORKS DEPARTMENT/FLEET AND FACILITIES DIVISION: Sedans, SUVs, Cargo Vans, Pickup Trucks.

Don Hattan Chevrolet Inc* - Base Bid with all options - Groups 1, 5, 7, 8, 9, 13, and 15
Rusty Eck Ford Inc*- Base Bid with all options - Groups 2, 6, 11, 12, 14, and 17
Davis-Moore Automotive Inc*- Base Bid with all options - Groups 3, 4, 10 and 16

*Refer to attachments.

PUBLIC WORKS DEPARTMENT/FLEET AND FACILITIES DIVISION: Chipper Truck and Flat Bed Winch Truck.

Altec Industries Inc. - \$94,377.00 Group 1 Base Bid
\$1,270.00 Group 1 Option 1
\$2,002.00 Group 1 Option 2

Roberts Truck Center LLC dba Summit Truck Group - \$214,516.00 Group 2 Base Bid
\$4,738.00 Group 2 Option 1

PUBLIC WORKS DEPARTMENT/FLEET AND FACILITIES DIVISION: Aerial Device Trucks.

Altec Industries Inc. - \$100,821.00 Group 1 Base Bid
Included Group 1 Option 1
\$162,493.00 Group 2

PUBLIC WORKS AND UTILITIES DEPARTMENT/SEWER MAINTENANCE DIVISION: Track Tractor.

Lang Diesel Inc. - \$348,500.00 Base Bid
\$233,500.00 Option 1 (Deduct)
\$10,983.00 Option 2

PUBLIC WORKS DEPARTMENT/FLEET AND FACILITIES DIVISION: Pole Light Replacement Boston Recreation Center.

Kilian Electrical Service Inc - \$70,470.00

PARK AND RECREATION DEPARTMENT/RECREATION DIVISION: Park ROW and Public Facility Grounds Maintenance.

Contour Landscape LLC* - Groups 1 and 10
Landscapes Inc* - Groups 2, 14, 21, 26 and 29
Eco Outdoor Management, Inc*- Groups 3, 12, 13, 15 and 17
Dragonfly Lawn and Tree Care LLC* - Groups 4, 18, 20, 22, 28 and 30
Professional Landscaping Services LLC* - Groups 5, 8, 9 and 25
The Brickman Group, LTD LLC* - Groups 6, 16 and 23
Commercial Lawn Management of Wichita Inc*- Group 7
D&R Mowing Services LLC* - Groups 19 and 24
Defer one week - Groups 11 and 27
Michael Swartz – Non-Responsive Bid to Licensing Requirements
Jeff's Lawn Service – Non-Responsive Bid to Licensing Requirements

*Refer to attachments

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager
 DATE: December 14, 2015

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**December 11, 2015**

Lateral 38, Main 2, SWI to serve Bartlow Addition – Public Works & Utilities Department/Engineering Division
Dutton Construction and Plumbing, LLC **\$22,032.00**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER**December 11, 2015**

Sedans, Sport Utility, Cargo Vans, and Pickup Trucks – Public Works & Utilities Department/Fleet & Facilities Division (See Exhibit B for Itemized Pricing in the Formal Bid Report)

Don Hattan Chevrolet, Inc. **Base Bid with All Options – Groups 1, 5, 7, 8, 9, 13 & 15**

Rusty Eck Ford, Inc. **Base Bid with All Options – Groups 2, 6, 11, 12, 14 & 17**

Davis Moore Automotive, Inc. **Base Bid with All Options – Groups 3, 4, 10 & 16**

31,000 GVWR Cab & Chassis with 16' Box Dumping Lift Bed Chipper Truck and 31,000 GVWR Cab & Chassis with 16' Flat Bed Dumping Lift Bed Winch Truck – Public Works & Utilities Department/Fleet & Facilities Div.

Altec Industries, Inc. **Group 1 – Base Bid** **\$94,377.00**

Group 1 – Option 1 (Add) **\$1,270.00**

Group 1 – Option 2 (Add) **\$2,002.00**

Roberts Truck Center, LLC **Group 2 – Base Bid** **\$214,516.00**

dba Summit Truck Group **Group 2 – Option 1 (Add)** **\$4,738.00**

19,500 GVWR Aerial Device Truck and 33,000 GVWR Aerial Device Truck – Public Works & Utilities Department/Fleet & Facilities Division

Altec Industries, Inc. **Group 1 – Base Bid** **\$100,821.00**

Group 1 – Option 1 **Included**

Group 2 – Base Bid **\$162,493.00**

Track Tractor – Public Works & Utilities Department/Sewer Maintenance Division

Lang Diesel, Inc. **Base Bid** **\$348,500.00**

Option 1 (Deduct) **<\$233,500.00>**

Option 2 (Add) (Per Each) **\$10,983.00**

Pole Light Replacement Boston Recreation Center – Public Works & Utilities Department/Fleet & Facilities Div.
Kilian Electrical Service, Inc. **\$70,470.00**

Park, ROW and Public Facility Grounds Maintenance – Park & Recreation Department/Recreation Division
 (See Exhibit C for Itemized Pricing in the Formal Bid Report)

Contour Landscape, LLC **Groups 1 & 10**

Landscapes, Inc. **Groups 2, 14, 21, 26 & 29**

Eco Outdoor Management, Inc. **Groups 3, 12, 13, 15 & 17**

Dragonfly Lawn & Tree Care, LLC **Groups 4, 18, 20, 22, 28 & 30**

Professional Landscaping Services, LLC **Groups 5, 8, 9 & 25**

The Brickman Group Ltd., LLC **Groups 6, 16 & 23**

Commercial Lawn Management of Wichita, Inc. **Group 7**

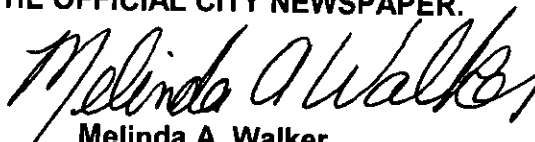
D&R Mowing Services, LLC **Groups 19 & 24**

Michael Swartz **Groups 11 & 27 (Defer to December 21, 2015)**

Jeff's Lawn Service **Non-Responsive Bid**

Non-Responsive Bid

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.


 Melinda A. Walker
 Purchasing Manager

SANITARY SEWER BID TABULATION SUMMARY

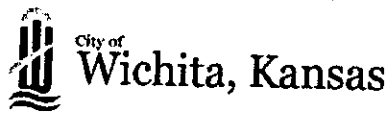
BOARD OF BIDS - December 11, 2015

RQ541456

FB540233		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Lateral 38, Main 2, SWI		\$27,397.00	\$28,986.00	\$39,540.00	\$29,505.00
Bartlow Addition	BID BOND				
468-85032	ADDENDA	2			
(744397/636337)					
		Engineer's Construction Estimate	McCullough Excavation	Dutton Construction and Plumbing LLC	Utilities Plus
Lateral 38, Main 2, SWI		\$27,397.00	\$24,400.00	\$22,032.00	
Bartlow Addition	BID BOND			X	
468-85032	ADDENDA	2		X	
(744397/636337)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Lateral 38, Main 2, SWI		\$27,397.00			
Bartlow Addition	BID BOND				
468-85032	ADDENDA	2			
(744397/636337)					
		Engineer's Construction Estimate			
Lateral 38, Main 2, SWI		\$27,397.00			
Bartlow Addition	BID BOND				
468-85032	ADDENDA	2			
(744397/636337)					

CHECKED BY:

REVIEWED BY:

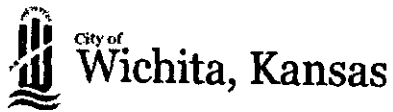
**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line**Solicitation:**
FB540223**Sedans, SUVs, Cargo Vans, Pickup Trucks****Close Date/Time:** 12/11/2015 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Group**Department:** Public Works & Utilities**Responses:** 3

Vendors	Complete	Bid Total	City Comments
RUSTY ECK FORD INC	Partial	\$784,586.00	Award 12/15/15 Grps 2,6,11,12,14,&17 Base Bid w/All Opts PW&U Depart/Fleet & Facilities Div
DAVIS MOORE AUTOMOTIVE INC	Partial	\$897,411.00	Award 12/15/15 Grps 3,4,10,& 16 Base Bid w/All Opts PW&U Depart/Fleet & Facilities Div
DON HATTAN CHEVROLET INC	Partial	\$956,861.00	Award 12/15/15 Grps 1,5,7,8,9,13, & 15 Base Bid w/All Opts PW&U Depart/Fleet & Facilities Div

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**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes bids by the totals for each group listed on the solicitation.

Vendor Group Line

Solicitation:
FB540223Sedans, SUVs, Cargo Vans, Pickup
TrucksClose Date/Time: 12/11/2015 10:00
AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Group

Department: Public Works & Utilities

Responses: 3

Go to: **Group 01**

Vendors	Complete	Group Total Net Bid
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$26,500.00
Group 01: Option 01		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
Group 01: Option 02		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$450.00
Group 01: Option 03		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$480.00
Group 01: Option 04		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$200.00
Group 01: Option 05		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$75.00

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Vendors	Complete	Group Total Net Bid
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
RUSTY ECK FORD INC	Partial	\$29,973.00
Group 02: Option 01		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
Group 02: Option 02		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00

RUSTY ECK FORD INC	Partial	\$93.00
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Group 02: Option 03

DON HATTAN CHEVROLET INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
RUSTY ECK FORD INC	Partial	\$57.00

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Group 03

Vendors	Complete	Group Total Net Bid
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$27,550.00
DON HATTAN CHEVROLET INC	Partial	\$30,625.00
Group 03: Option 01		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
Group 03: Option 02		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$90.00
DON HATTAN CHEVROLET INC	Partial	\$500.00
Group 03: Option 03		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$321.00
DON HATTAN CHEVROLET INC	Partial	\$600.00
Group 03: Option 04		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$1,985.00
Group 03: Option 05		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$24,274.00
Group 03: Option 06		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00

DAVIS MOORE AUTOMOTIVE INC	Partial	\$29,097.00
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Group 04

Vendors	Complete	Group Total Net Bid
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$31,600.00
DON HATTAN CHEVROLET INC	Partial	\$32,975.00
Group 04: Option 01		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$625.00
DON HATTAN CHEVROLET INC	Partial	\$725.00
Group 04: Option 02		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$4,123.00
DON HATTAN CHEVROLET INC	Partial	\$4,600.00
Group 04: Option 03		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$973.00
DON HATTAN CHEVROLET INC	Partial	\$1,250.00
Group 04: Option 04		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$973.00
DON HATTAN CHEVROLET INC	Partial	\$1,250.00
Group 04: Option 05		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$633.00
DON HATTAN CHEVROLET INC	Partial	\$750.00
Group 04: Option 06		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
Group 04: Option 07		
RUSTY ECK FORD INC	In-Complete	\$0.00

DAVIS MOORE AUTOMOTIVE INC	Partial	\$1,328.00
DON HATTAN CHEVROLET INC	Partial	\$1,550.00
Group 04: Option 08		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$350.00
DON HATTAN CHEVROLET INC	Partial	\$565.00
Group 04: Option 09		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$957.00
DON HATTAN CHEVROLET INC	Partial	\$1,200.00
Group 04: Option 10		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$510.00
DON HATTAN CHEVROLET INC	Partial	\$650.00

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Group 05

Vendors	Complete	Group Total Net Bid
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$33,150.00
Group 05: Option 01		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$525.00
Group 05: Option 02		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$3,600.00
Group 05: Option 03		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$675.00
Group 05: Option 04		
RUSTY ECK FORD INC	In-Complete	\$0.00

DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$2,950.00
Group 05: Option 05		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
Group 05: Option 06		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$70.00
Group 05: Option 07		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$1,800.00
Group 05: Option 08		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$145.00
Group 05: Option 09		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$75.00
Group 05: Option 10		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$145.00
Group 05: Option 11		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$475.00
Group 05: Option 12		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
Group 05: Option 13		

RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$85.00

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Group 06

Vendors	Complete	Group Total Net Bid
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
RUSTY ECK FORD INC	Partial	\$31,653.00
Group 06: Option 01		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
Group 06: Option 02		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
Group 06: Option 03		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
RUSTY ECK FORD INC	Partial	\$57.00

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Group 07

Vendors	Complete	Group Total Net Bid
RUSTY ECK FORD INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$144,774.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$151,950.00
Group 07: Option 01		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00

Group 07: Option 02		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$1,327.00
DON HATTAN CHEVROLET INC	Partial	\$1,750.00
Group 07: Option 03		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$1,158.00
DON HATTAN CHEVROLET INC	Partial	\$1,500.00
Group 07: Option 04		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$242.00
DON HATTAN CHEVROLET INC	Partial	\$600.00
Group 07: Option 05		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$1,087.00
DON HATTAN CHEVROLET INC	Partial	\$1,550.00
Group 07: Option 06		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$632.00
DON HATTAN CHEVROLET INC	Partial	\$850.00
Group 07: Option 07		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$4,241.00
DON HATTAN CHEVROLET INC	Partial	\$4,950.00
Group 07: Option 08		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
Group 07: Option 09		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$2,750.00
DON HATTAN CHEVROLET INC	Partial	\$3,500.00
Group 07: Option 10		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$11,340.00
DON HATTAN CHEVROLET INC	Partial	\$12,500.00

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Group 08

Vendors	Complete	Group Total Net Bid
DON HATTAN CHEVROLET INC	Complete	\$75,492.00
DAVIS MOORE AUTOMOTIVE INC	Complete	\$84,345.00
RUSTY ECK FORD INC	In-Complete	\$0.00
Group 08: Option 01		
DAVIS MOORE AUTOMOTIVE INC	Complete	\$1,226.00
DON HATTAN CHEVROLET INC	Complete	\$1,575.00
RUSTY ECK FORD INC	In-Complete	\$0.00
Group 08: Option 02		
DAVIS MOORE AUTOMOTIVE INC	Complete	\$1,483.00
DON HATTAN CHEVROLET INC	Complete	\$1,750.00
RUSTY ECK FORD INC	In-Complete	\$0.00
Group 08: Option 03		
DAVIS MOORE AUTOMOTIVE INC	Complete	\$512.00
DON HATTAN CHEVROLET INC	Complete	\$700.00
RUSTY ECK FORD INC	In-Complete	\$0.00
Group 08: Option 04		
DAVIS MOORE AUTOMOTIVE INC	Complete	\$286.00
DON HATTAN CHEVROLET INC	Complete	\$525.00
RUSTY ECK FORD INC	In-Complete	\$0.00
Group 08: Option 05		
DAVIS MOORE AUTOMOTIVE INC	Complete	\$1,265.00
DON HATTAN CHEVROLET INC	Complete	\$1,500.00
RUSTY ECK FORD INC	In-Complete	\$0.00
Group 08: Option 06		
DAVIS MOORE AUTOMOTIVE INC	Complete	\$17,585.00
DON HATTAN CHEVROLET INC	Complete	\$20,750.00
RUSTY ECK FORD INC	In-Complete	\$0.00

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Group 09

Vendors	Complete	Group Total Net Bid
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$22,950.00
Group 09: Option 01		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$1,780.00
Group 09: Option 02		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$4,200.00
Group 09: Option 03		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$3,000.00
Group 09: Option 04		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$1,550.00
Group 09: Option 05		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$1,780.00
Group 09: Option 06		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$675.00
Group 09: Option 07		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$650.00
Group 09: Option 08		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00

DON HATTAN CHEVROLET INC	Partial	\$700.00
Group 09: Option 09		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$925.00
Group 09: Option 10		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$1,400.00
Group 09: Option 11		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
Group 09: Option 12		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$2,950.00
Group 09: Option 13		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$1,200.00
Group 09: Option 14		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$2,000.00
Group 09: Option 15		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
Group 09: Option 16		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00

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Group 10

Vendors	Complete	Group Total Net Bid
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$23,879.00
RUSTY ECK FORD INC	Partial	\$26,317.00
Group 10: Option 01		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$1,226.00
RUSTY ECK FORD INC	Partial	\$1,426.00
Group 10: Option 02		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$683.00
RUSTY ECK FORD INC	Partial	\$1,252.00
Group 10: Option 03		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00

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Group 11

Vendors	Complete	Group Total Net Bid
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
RUSTY ECK FORD INC	Partial	\$18,197.00
DON HATTAN CHEVROLET INC	Partial	\$19,450.00
Group 11: Option 01		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
RUSTY ECK FORD INC	Partial	\$6,300.00
Group 11: Option 02		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00

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Group 12

Vendors	Complete	Group Total Net Bid
RUSTY ECK FORD INC	Partial	\$155,976.00
DON HATTAN CHEVROLET INC	Partial	\$162,160.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$166,520.00
Group 12: Option 01		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
RUSTY ECK FORD INC	Partial	\$2,998.00
Group 12: Option 02		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$1,610.00
DON HATTAN CHEVROLET INC	Partial	\$2,600.00
Group 12: Option 03		
DAVIS MOORE AUTOMOTIVE INC	Partial	\$1,226.00
RUSTY ECK FORD INC	Partial	\$1,426.00
DON HATTAN CHEVROLET INC	Partial	\$1,650.00
Group 12: Option 04		
DAVIS MOORE AUTOMOTIVE INC	Partial	\$512.00
DON HATTAN CHEVROLET INC	Partial	\$675.00
RUSTY ECK FORD INC	Partial	\$687.00
Group 12: Option 05		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
Group 12: Option 06		
DAVIS MOORE AUTOMOTIVE INC	Partial	\$510.00
RUSTY ECK FORD INC	Partial	\$610.00
DON HATTAN CHEVROLET INC	Partial	\$750.00

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Group 13

Vendors	Complete	Group Total Net Bid
RUSTY ECK FORD INC	In-Complete	\$0.00

DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$66,450.00
Group 13: Option 01		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$750.00
Group 13: Option 02		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$4,500.00
Group 13: Option 03		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
Group 13: Option 04		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$2,000.00
Group 13: Option 05		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
Group 13: Option 06		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$2,000.00
Group 13: Option 07		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$1,450.00
Group 13: Option 08		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$1,600.00
Group 13: Option 09		
RUSTY ECK FORD INC	In-Complete	\$0.00

DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$2,150.00
Group 13: Option 10		
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$650.00

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Group 14

Vendors	Complete	Group Total Net Bid
RUSTY ECK FORD INC	Partial	\$141,169.00
DON HATTAN CHEVROLET INC	Partial	\$144,018.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$147,000.00
Group 14: Option 01		
DON HATTAN CHEVROLET INC	Partial	\$2,400.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$2,671.00
RUSTY ECK FORD INC	Partial	\$3,460.00
Group 14: Option 02		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
RUSTY ECK FORD INC	Partial	\$4,389.00
Group 14: Option 03		
DON HATTAN CHEVROLET INC	Partial	\$5,250.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$5,482.00
RUSTY ECK FORD INC	Partial	\$5,608.00
Group 14: Option 04		
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
DON HATTAN CHEVROLET INC	Partial	\$620.00
RUSTY ECK FORD INC	Partial	\$710.00
Group 14: Option 05		
DAVIS MOORE AUTOMOTIVE INC	Partial	\$1,483.00
RUSTY ECK FORD INC	Partial	\$1,583.00
DON HATTAN CHEVROLET INC	Partial	\$1,700.00
Group 14: Option 06		

DAVIS MOORE AUTOMOTIVE INC	Partial	\$683.00
<u>RUSTY ECK FORD INC</u>	<u>Partial</u>	<u>\$783.00</u>
DON HATTAN CHEVROLET INC	Partial	\$875.00
Group 14: Option 07		
DAVIS MOORE AUTOMOTIVE INC	Partial	\$1,226.00
<u>RUSTY ECK FORD INC</u>	<u>Partial</u>	<u>\$1,326.00</u>
DON HATTAN CHEVROLET INC	Partial	\$1,550.00
Group 14: Option 08		
DON HATTAN CHEVROLET INC	Partial	\$3,200.00
<u>RUSTY ECK FORD INC</u>	<u>Partial</u>	<u>\$3,597.00</u>
DAVIS MOORE AUTOMOTIVE INC	Partial	\$4,788.00
Group 14: Option 09		
DAVIS MOORE AUTOMOTIVE INC	Partial	\$1,820.00
<u>RUSTY ECK FORD INC</u>	<u>Partial</u>	<u>\$1,920.00</u>
DON HATTAN CHEVROLET INC	Partial	\$2,100.00
Group 14: Option 10		
DAVIS MOORE AUTOMOTIVE INC	Partial	\$2,638.00
<u>RUSTY ECK FORD INC</u>	<u>Partial</u>	<u>\$2,838.00</u>
DON HATTAN CHEVROLET INC	Partial	\$2,950.00
Group 14: Option 11		
DAVIS MOORE AUTOMOTIVE INC	Partial	\$767.00
<u>RUSTY ECK FORD INC</u>	<u>Partial</u>	<u>\$867.00</u>
DON HATTAN CHEVROLET INC	Partial	\$925.00
Group 14: Option 12		
DAVIS MOORE AUTOMOTIVE INC	Partial	\$1,264.00
<u>RUSTY ECK FORD INC</u>	<u>Partial</u>	<u>\$1,364.00</u>
DON HATTAN CHEVROLET INC	Partial	\$1,450.00
Group 14: Option 13		
<u>RUSTY ECK FORD INC</u>	<u>In-Complete</u>	<u>\$0.00</u>
DAVIS MOORE AUTOMOTIVE INC	Partial	\$372.00
DON HATTAN CHEVROLET INC	Partial	\$650.00
Group 14: Option 14		
DAVIS MOORE AUTOMOTIVE INC	Partial	\$4,241.00
<u>RUSTY ECK FORD INC</u>	<u>Partial</u>	<u>\$4,441.00</u>
DON HATTAN CHEVROLET INC	Partial	\$4,650.00

Group 14: Option 15		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
Group 14: Option 16		
RUSTY ECK FORD INC	Partial	\$568.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$3,064.00
DON HATTAN CHEVROLET INC	Partial	\$3,500.00
Group 14: Option 17		
DAVIS MOORE AUTOMOTIVE INC	In-Complete	(\$65.00)
DON HATTAN CHEVROLET INC	Partial	\$1,500.00
RUSTY ECK FORD INC	Partial	\$1,765.00
Group 14: Option 18		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
Group 14: Option 19		
DAVIS MOORE AUTOMOTIVE INC	Partial	\$1,285.00
RUSTY ECK FORD INC	Partial	\$1,385.00
DON HATTAN CHEVROLET INC	Partial	\$1,600.00
Group 14: Option 20		
RUSTY ECK FORD INC	Partial	\$392.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$392.00
DON HATTAN CHEVROLET INC	Partial	\$525.00
Group 14: Option 21		
DAVIS MOORE AUTOMOTIVE INC	Partial	\$1,074.00
RUSTY ECK FORD INC	Partial	\$1,174.00
DON HATTAN CHEVROLET INC	Partial	\$1,450.00

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Group 15

Vendors	Complete	Group Total Net Bid
DON HATTAN CHEVROLET INC	Complete	\$37,300.00
DAVIS MOORE AUTOMOTIVE INC	Complete	\$38,016.00
RUSTY ECK FORD INC	In-Complete	\$0.00

Group 15: Option 01

DAVIS MOORE AUTOMOTIVE INC	Complete	\$242.00
DON HATTAN CHEVROLET INC	Complete	\$442.00
RUSTY ECK FORD INC	In-Complete	\$0.00

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Group 16

Vendors	Complete	Group Total Net Bid
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$72,529.00
Group 16: Option 01		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
Group 16: Option 02		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
RUSTY ECK FORD INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	Partial	\$3,455.00

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Group 17

Vendors	Complete	Group Total Net Bid
RUSTY ECK FORD INC	Complete	\$319,148.00
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
Group 17: Option 01		
RUSTY ECK FORD INC	Complete	\$4,541.00
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
Group 17: Option 02		
RUSTY ECK FORD INC	Complete	\$3,064.00
DON HATTAN CHEVROLET INC	In-Complete	\$0.00

DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00
Group 17: Option 03		
RUSTY ECK FORD INC	Complete	\$1,472.00
<hr/>		
DON HATTAN CHEVROLET INC	In-Complete	\$0.00
DAVIS MOORE AUTOMOTIVE INC	In-Complete	\$0.00

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City of
Wichita, Kansas

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation:
FB540223Sedans, SUVs, Cargo Vans, Pickup
TrucksClose Date/Time: 12/11/2015 10:00
AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Group

Department: Public Works & Utilities

Responses: 3

Go to:

Line 001 | GROUP 1: New Unused Current Production Model Full Size Four (4) Door Sedan
Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$26,500.0000	\$26,500.00	Complete	Chevrolet Caprice PPV

RUSTY ECK FORD INC

No Bid.

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

Line 002 | GROUP 1 - OPTION 1: Other Factory Standard Colors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC					No Bid.	
RUSTY ECK FORD INC					No Bid.	
DON HATTAN CHEVROLET INC					No Bid.	

Line 003 | GROUP 1 - OPTION 2: Headlamp and Tail Lamp Flashing System

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$450.0000	\$450.00	Complete	
RUSTY ECK FORD INC					No Bid.	
DAVIS MOORE AUTOMOTIVE INC					No Bid.	

Line 004 | GROUP 1 - OPTION 3: Left Side "A" Pillar Spot Lamp

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$480.0000	\$480.00	Complete	
DAVIS MOORE AUTOMOTIVE INC					No Bid.	

RUSTY ECK FORD INC

No Bid.

Line 005 | GROUP 1 - OPTION 4: Grille Lamps and Siren Speaker Wiring

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$200.0000	\$200.00	Complete	

RUSTY ECK FORD INC

No Bid.

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

Line 006 | GROUP 1 - OPTION 5: Horn/Siren Circuit Wiring

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$75.0000	\$75.00	Complete	

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

RUSTY ECK FORD INC

No Bid.

Line 007 | GROUP 1 - OPTION 6: Inoperable Inside Rear Door Handles, Locks, and Window Switches

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$225.0000	\$225.00	Complete	

RUSTY ECK FORD INC

No Bid.

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

Line 008 | GROUP 1 - OPTION 7: Fleet Key

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$75.0000	\$75.00	Complete	

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

RUSTY ECK FORD INC

No Bid.

Line 009 | GROUP 1 - OPTION 8: Ignition Controlled Trunk Release

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$55.0000	\$55.00	Complete	

RUSTY ECK FORD INC

No Bid.

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

Line 010 | GROUP 1 - OPTION 9: Factory Standard Red

Vendors	QTY	UOM	Price	Complete	Comments
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Extended Cost					
DON HATTAN CHEVROLET INC	1	Each	\$350.0000	\$350.00	Complete

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

RUSTY ECK FORD INC

No Bid.

Line 011 | GROUP 1 - OPTION 10: BI Fuel/CNG or Gasoline

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC				No Bid.		
RUSTY ECK FORD INC				No Bid.		
DAVIS MOORE AUTOMOTIVE INC				No Bid.		

Line 012 | GROUP 2: New Unused Current Production Model Full Size Four Door All Wheel Drive Police Package Sedan
Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	\$29,973.0000	\$29,973.00	Complete	Ford All Wheel Drive 3.5 Ecoboost Police Interceptor
DAVIS MOORE AUTOMOTIVE INC				No Bid.		
DON HATTAN CHEVROLET INC				No Bid.		

Line 013 | GROUP 2 - OPTION 1: Other Factory Standard Colors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC				No Bid.		
RUSTY ECK FORD INC				No Bid.		
DAVIS MOORE AUTOMOTIVE INC				No Bid.		

Line 014 | GROUP 2 - OPTION 2: Trunk Air Circulation Fan From Package

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	\$93.0000	\$93.00	Complete	
DAVIS MOORE AUTOMOTIVE INC				No Bid.		
DON HATTAN CHEVROLET INC				No Bid.		

Line 015 | GROUP 2 - OPTION 3: Civilian Model - Interior Upgrade package with Codes 19D & 65L

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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RUSTY ECK FORD INC	1	Each	\$57.0000	\$57.00	Complete
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DON HATTAN
CHEVROLET INC

No Bid.

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

Line 016 | GROUP 3: New Unused Current Production Model Full Size Police Four (4) Door RWD Sedan
Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$27,550.0000	\$27,550.00	Complete	Dodge Charger
DON HATTAN CHEVROLET INC	1	Each	\$30,625.0000	\$30,625.00	Complete	Chevrolet Caprice PPV 170amp alternator 118.5 wheelbase

RUSTY ECK FORD INC

No Bid.

Line 017 | GROUP 3 - OPTION 1: Other Factory Standard Colors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC					No Bid.	
RUSTY ECK FORD INC					No Bid.	
DAVIS MOORE AUTOMOTIVE INC					No Bid.	

Line 018 | GROUP 3 - OPTION 2: Trunk Air Circulation Fan from Package

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$90.0000	\$90.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$500.0000	\$500.00	Complete	
RUSTY ECK FORD INC					No Bid.	

Line 019 | GROUP 3 - OPTION 3: Left Hand Spot Light with LED Bulbs

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$321.0000	\$321.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$600.0000	\$600.00	Complete	
RUSTY ECK FORD INC					No Bid.	

Line 020 | GROUP 3 - OPTION 4: Minimum 5.7L V8 Engine

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$1,985.0000	\$1,985.00	Complete	

RUSTY ECK FORD INC

No Bid.

DON HATTAN
CHEVROLET INC

No Bid.

Line 021 | GROUP 3 - OPTION 5: Civilian Model

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$24,274.0000	\$24,274.00	Complete	
DON HATTAN CHEVROLET INC					No Bid.	
RUSTY ECK FORD INC					No Bid.	

Line 022 | GROUP 3 - OPTION 6: All Wheel Drive

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$29,097.0000	\$29,097.00	Complete	
RUSTY ECK FORD INC					No Bid.	
DON HATTAN CHEVROLET INC					No Bid.	

Line 023 | GROUP 4: New Unused Current Production Model Special Service Vehicle 4x4 Crew Cab Police Pickup Truck with Standard Bed Manufacturer _____ Model _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$31,600.0000	\$31,600.00	Complete	Ram SSV 1500 Crew Cab 4x4 2,750 dollars Extended Warranty
DON HATTAN CHEVROLET INC	1	Each	\$32,975.0000	\$32,975.00	Complete	Chevrolet 1500 Crew Cab SSV
RUSTY ECK FORD INC					No Bid.	

Line 024 | GROUP 4 - OPTION 1: Headache Rack, RK1 Model WG 10 or Approved Equal

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$625.0000	\$625.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$725.0000	\$725.00	Complete	
RUSTY ECK FORD INC					No Bid.	

Line 025 | GROUP 4 - OPTION 2: Whelen SX8BBRR 54" LFL Liberty Series Light Bar Installed on Cab of Truck

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$4,123.0000	\$4,123.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$4,600.0000	\$4,600.00	Complete	

RUSTY ECK FORD INC

No Bid.

Line 026 | GROUP 4 - OPTION 3: LED Lights In Front Grill, 2 Red, 2 Blue Wired to Flash In Sequence with Light Bar

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$973.0000	\$973.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$1,250.0000	\$1,250.00	Complete	

RUSTY ECK FORD INC

No Bid.

Line 027 | GROUP 4 - OPTION 4: LED Lights on Each Running Board, 2 Red, 2 Blue Wired to Flash in Sequence with Light Bar

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$973.0000	\$973.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$1,250.0000	\$1,250.00	Complete	

RUSTY ECK FORD INC

No Bid.

Line 028 | GROUP 4 - OPTION 5: Red and Blue Combo LED Lights in Tall Lights Wired to Flash in Sequence with Light Bar

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$633.0000	\$633.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$750.0000	\$750.00	Complete	

RUSTY ECK FORD INC

No Bid.

Line 029 | GROUP 4 - OPTION 6: Other Factory Standard Colors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC					No Bid.	
RUSTY ECK FORD INC					No Bid.	
DAVIS MOORE AUTOMOTIVE INC					No Bid.	

Line 030 | GROUP 4 - OPTION 7: Lockable Bed Cap

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$1,328.0000	\$1,328.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$1,550.0000	\$1,550.00	Complete	

RUSTY ECK FORD INC

No Bid.

Line 031 | GROUP 4 - OPTION 8: Left Hand Spotlight

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$350.0000	\$350.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$565.0000	\$565.00	Complete	
RUSTY ECK FORD INC					No Bid.	

Line 032 | GROUP 4 - OPTION 9: GoLight Stryker LED Remote Control 320,000 Candlepower Spotlight, Black in Color Mounted to the Roof

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$957.0000	\$957.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$1,200.0000	\$1,200.00	Complete	
RUSTY ECK FORD INC					No Bid.	

**Line 033 | GROUP 4 - OPTION 10: Jotto Desk (mounts to passenger seat) and Vertical Radio Mount
rweyer@jottodesk.com 1-877-455-6886 ext 6490**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$510.0000	\$510.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$650.0000	\$650.00	Complete	
RUSTY ECK FORD INC					No Bid.	

**Line 034 | GROUP 5: New Unused Current Production Model 2WD Sport Utility Vehicle GVWR 6,800
Manufacturer: _____ Model: _____**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$33,150.0000	\$33,150.00	Complete	Chevrolet Tahoe
DAVIS MOORE AUTOMOTIVE INC					No Bid.	
RUSTY ECK FORD INC					No Bid.	

Line 035 | GROUP 5 - OPTION 1: Left Hand Spot Light

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$525.0000	\$525.00	Complete	
RUSTY ECK FORD INC					No Bid.	
DAVIS MOORE AUTOMOTIVE INC					No Bid.	

Line 036 | GROUP 5 - OPTION 2: Four Wheel Drive

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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DON HATTAN CHEVROLET INC	1	Each	\$3,600.0000	\$3,600.00	Complete
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DAVIS MOORE
AUTOMOTIVE INC

No Bid.

RUSTY ECK FORD INC

No Bid.

Line 037 | GROUP 5 - OPTION 3: LED Hideaway Lights in Headlights and Rear Turn Lights

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$675.0000	\$675.00	Complete	

RUSTY ECK FORD INC

No Bid.

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

Line 038 | GROUP 5 - OPTION 4: Both Front Fenders, Hood, Bumpers, and Rear Section Shall Be Painted Black. All Four Doors and Roof Shall Be Painted White.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$2,950.0000	\$2,950.00	Complete	

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

RUSTY ECK FORD INC

No Bid.

Line 039 | GROUP 5 - OPTION 5: Factory Standard Black

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC					No Bid.	

RUSTY ECK FORD INC

No Bid.

DAVIS MOORE AUTOMOTIVE
INC

No Bid.

Line 040 | GROUP 5 - OPTION 6: Fleet Key, Vehicles Shall Be Keyed Alike

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$70.0000	\$70.00	Complete	

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

RUSTY ECK FORD INC

No Bid.

Line 041 | GROUP 5 - OPTION 7: Police Package

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$1,800.0000	\$1,800.00	Complete	

RUSTY ECK FORD INC

No Bid.

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

Line 042 | GROUP 5 - OPTION 8: Underbody Skid Plate Running From Behind Front Bumper to First Cross Member

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$145.0000	\$145.00	Complete	

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

RUSTY ECK FORD INC

No Bid.

Line 043 | GROUP 5 - OPTION 9: Wiring for Horn/Siren Circuit

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$75.0000	\$75.00	Complete	

RUSTY ECK FORD INC

No Bid.

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

Line 044 | GROUP 5 - OPTION 10: Wiring for Grille Lamps and Speaker

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$145.0000	\$145.00	Complete	

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

RUSTY ECK FORD INC

No Bid.

Line 045 | GROUP 5 - OPTION 11: Flasher System Headlamp and Tail Lamp

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$475.0000	\$475.00	Complete	

RUSTY ECK FORD INC

No Bid.

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

Line 046 | GROUP 5 - OPTION 12: Other Factory Standard Colors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC					No Bid.	
RUSTY ECK FORD INC					No Bid.	
DON HATTAN CHEVROLET INC					No Bid.	

Line 047 | GROUP 5 - OPTION 13: Power Lockout (Rear Door Locks Inoperative/Only Open From Outside)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$85.0000	\$85.00	Complete	

RUSTY ECK FORD INC

No Bid.

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

Line 048 | GROUP 6: New Unused Current Production Model Full Size Four Door All Wheel Drive Police Package Utility
Vehicle Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	\$31,653.0000	\$31,653.00	Complete	Ford Utility Police Interceptor 3.5 Ecoboost

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

DON HATTAN
CHEVROLET INC

No Bid.

Line 049 | GROUP 6 - OPTION 1: Other Factory Standard Colors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC					No Bid.	
RUSTY ECK FORD INC					No Bid.	
DAVIS MOORE AUTOMOTIVE INC					No Bid.	

Line 050 | GROUP 6 - OPTION 2: Trunk Air Circulation Fan from Package

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC					No Bid.	
RUSTY ECK FORD INC					No Bid.	
DON HATTAN CHEVROLET INC					No Bid.	

Line 051 | GROUP 6 - OPTION 3: Civilian Model - Interior Upgrade Package with Codes 16D & 65L

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	\$57.0000	\$57.00	Complete	
DON HATTAN CHEVROLET INC					No Bid.	
DAVIS MOORE AUTOMOTIVE INC					No Bid.	

Line 052 | GROUP 7: New Unused Current Production Model One Ton Extended Wheelbase Cargo Van
Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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DON HATTAN CHEVROLET INC	3	Each	\$48,258.0000	\$144,774.00	Complete	Chevrolet Express Ext 3500 Cargo
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DAVIS MOORE AUTOMOTIVE INC	3	Each	\$50,650.0000	\$151,950.00	Complete	Chevrolet 3500 Express Cargo Ext
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RUSTY ECK FORD INC					No Bid.	
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Line 053 | GROUP 7 - OPTION 1: Rear Doors to be Solid, No Windows - THIS ITEM HAS BEEN DELETED. NO BID THIS ITEM

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC				No Bid.		
RUSTY ECK FORD INC				No Bid.		
DAVIS MOORE AUTOMOTIVE INC				No Bid.		

Line 054 | GROUP 7 - OPTION 2: Two Whelen Red/Blue Split ION Light Heads Installed in Front Grille and 2 Whelen Red/Blue Hide-A-Ways Installed in the Tail Lights.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$1,327.0000	\$1,327.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$1,750.0000	\$1,750.00	Complete	
RUSTY ECK FORD INC				No Bid.		

Line 055 | GROUP 7 - OPTION 3: Heavy Duty Reinforced Running Boards

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$1,158.0000	\$1,158.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$1,500.0000	\$1,500.00	Complete	
RUSTY ECK FORD INC				No Bid.		

Line 056 | GROUP 7 - OPTION 4: Electrically Operated Drivers Seat - If This Option is Selected, Then Cloth Seats are Acceptable

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$242.0000	\$242.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$600.0000	\$600.00	Complete	
RUSTY ECK FORD INC				No Bid.		

Line 057 | GROUP 7 - OPTION 5: Rear Step Mounted to Frame Rails

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$1,087.0000	\$1,087.00	Complete	

DON HATTAN CHEVROLET INC	1	Each	\$1,550.0000	\$1,550.00	Complete
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RUSTY ECK FORD INC

No Bid.

Line 058 | GROUP 7 - OPTION 6: Security Screen Package

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$632.0000	\$632.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$850.0000	\$850.00	Complete	

RUSTY ECK FORD INC

No Bid.

Line 059 | GROUP 7 - OPTION 7: Vans to be Equipped with LED Police Pursuit Style Light Bar Model SL8RRBBKHP-54 with CEN COM Siren 100 Watt Speaker from Whelen Engineering 1-860-526-0684 Wired to Control Box within Operators Reach

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$4,241.0000	\$4,241.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$4,950.0000	\$4,950.00	Complete	

RUSTY ECK FORD INC

No Bid.

Line 060 | GROUP 7 - OPTION 8: Intoxilyzer 9000 from CMI Inc. 1-866-835-0690. THIS ITEM HAS BEEN DELETED. NO BID THIS ITEM

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC					No Bid.	
RUSTY ECK FORD INC					No Bid.	
DON HATTAN CHEVROLET INC					No Bid.	

Line 061 | GROUP 7 - OPTION 9: Remove of PVT 100 VA6, Modular Prisoner Transport Insert from Existing City Van and Installation into New Van

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$2,750.0000	\$2,750.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$3,500.0000	\$3,500.00	Complete	

RUSTY ECK FORD INC

No Bid.

Line 062 | GROUP 7 - OPTION 10: The Installation of the PVT 100 VA6 Modular Prisoner Transport Insert from Mavron Inc. 1-800-551-1498

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$11,340.0000	\$11,340.00	Complete	
	1	Each	\$12,500.0000	\$12,500.00	Complete	

DON HATTAN
CHEVROLET INC

RUSTY ECK FORD INC

No Bid.

Line 063 | GROUP 8: New Unused Current Production Model 8,600 GVW Min. Extended Wheel Base Cargo Van
Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	3	Each	\$25,164.0000	\$75,492.00	Complete	Chevrolet 2500 Ext Cargo
DAVIS MOORE AUTOMOTIVE INC	3	Each	\$28,115.0000	\$84,345.00	Complete	Chevrolet 2500 Express Cargo Ext

RUSTY ECK FORD INC

No Bid.

Line 064 | GROUP 8 - OPTION 1: LED Hideaway Strobes in Headlight and Taillight Housing Model VTX609A LED Whelen

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$1,226.0000	\$1,226.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$1,575.0000	\$1,575.00	Complete	

RUSTY ECK FORD INC

No Bid.

Line 065 | GROUP 8 - OPTION 2: Light Stick (Arrow Board) Installed Over Rear Doors Must Be Whelen Super LED Model TACF 85LED Arrow Board

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$1,483.0000	\$1,483.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$1,750.0000	\$1,750.00	Complete	

RUSTY ECK FORD INC

No Bid.

Line 066 | GROUP 8 - OPTION 3: Vehicle Must Be Equipped with One (1) Amber Round 12-24V LED Strobe Light Mounted on Top, Center, Front of Van

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$512.0000	\$512.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$700.0000	\$700.00	Complete	

RUSTY ECK FORD INC

No Bid.

Line 067 | GROUP 8 - OPTION 4: Electronically Controlled Drivers Seat

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$286.0000	\$286.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$525.0000	\$525.00	Complete	

RUSTY ECK FORD INC

No Bid.

Line 068 | GROUP 8 - OPTION 5: MCT Laptop Stand

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$1,265.0000	\$1,265.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$1,500.0000	\$1,500.00	Complete	

RUSTY ECK FORD INC

No Bid.

Line 069 | GROUP 8 - OPTION 6: The Installation of the Mavron AVL-9 Animal Transport Unit (If this option is take, then it is the responsibility of the winning bidder to drop ship the vehicle to Mavron Inc. for installation of the AVL-9. Once the vehicle is finished, it will be dropped shipped back to the City of Wichita. ALL SHIPPING COST WILL BE THE RESPONSIBILITY OF THE WINNING BIDDER.)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$17,585.0000	\$17,585.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$20,750.0000	\$20,750.00	Complete	180 Days from Chassis Delivery

RUSTY ECK FORD INC

No Bid.

Line 070 | GROUP 9: New Unused Current Production Model 7,300 GVW Cargo Van
Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$22,950.0000	\$22,950.00	Complete	Chevrolet Express 2500 Cargo

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

RUSTY ECK FORD INC

No Bid.

Line 071 | GROUP 9 - OPTION 1: Ladder Rack: Weather Guard Aluminum Drop Down Ladder Rack EZ-Glide System or Approved Equal

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$1,780.0000	\$1,780.00	Complete	

RUSTY ECK FORD INC

No Bid.

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

Line 072 | GROUP 9 - OPTION 2: Shelving: Weather Guard Plumber/HVAC Package or Approved Equal

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$4,200.0000	\$4,200.00	Complete	

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

RUSTY ECK FORD INC

No Bid.

Line 073 | GROUP 9 - OPTION 3: Insulation for Cargo and Passenger Area to Include Walls and Ceilings 1/2" Reflective Type

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$3,000.0000	\$3,000.00	Complete	

RUSTY ECK FORD INC

No Bid.

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

Line 074 | GROUP 9 - OPTION 4: LED Hiway Strobes In Headlight and Tail Light Housing Model VTX609A LED Whelen

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$1,550.0000	\$1,550.00	Complete	

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

RUSTY ECK FORD INC

No Bid.

Line 075 | GROUP 9 - OPTION 5: Light Stick (Arrow Board) Installed Over Rear Doors Must Be Whelen Super LED Model TACF 85LED Arrow Board

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$1,780.0000	\$1,780.00	Complete	

RUSTY ECK FORD INC

No Bid.

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

Line 076 | GROUP 9 - OPTION 6: Bulk Head Behind Driver and Passenger Area

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$675.0000	\$675.00	Complete	

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

RUSTY ECK FORD INC

No Bid.

Line 077 | GROUP 9 - OPTION 7: Vehicle Must be Equipped with One (1) Amber Round 12-24V LED Strobe Light Mounted on Top, Center, Front of Van

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$650.0000	\$650.00	Complete	

RUSTY ECK FORD INC

No Bid.

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

Line 078 | GROUP 9 - OPTION 8: Full Body Window Package in Addition to Pop-Out Windows on Rear Doors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$700.0000	\$700.00	Complete	
DAVIS MOORE AUTOMOTIVE INC					No Bid.	
RUSTY ECK FORD INC					No Bid.	

Line 079 | GROUP 9 - OPTION 9: Pipe Rack Mounted on Top of Van

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$925.0000	\$925.00	Complete	
RUSTY ECK FORD INC					No Bid.	
DAVIS MOORE AUTOMOTIVE INC					No Bid.	

Line 080 | GROUP 9 - OPTION 10: 5.3L Engine

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$1,400.0000	\$1,400.00	Complete	
DAVIS MOORE AUTOMOTIVE INC					No Bid.	
RUSTY ECK FORD INC					No Bid.	

Line 081 | GROUP 9 - OPTION 11: 3/4 Ton Cargo Van

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC					No Bid.	
RUSTY ECK FORD INC					No Bid.	
DAVIS MOORE AUTOMOTIVE INC					No Bid.	

Line 082 | GROUP 9 - OPTION 12: Whelen Model JE2AAAA Light Bar. Light Bar Shall Include Rear, Side, and Front LED Amber Strobes and Controller

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$2,950.0000	\$2,950.00	Complete	
DAVIS MOORE AUTOMOTIVE INC					No Bid.	
RUSTY ECK FORD INC					No Bid.	

Line 083 | GROUP 9 - OPTION 13: GoLight Stryker LED Remote Control 320,000 Candlepower Spotlight, Black in Color Mounted to the Roof

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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DON HATTAN CHEVROLET INC	1	Each	\$1,200.0000	\$1,200.00	Complete
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RUSTY ECK FORD INC

No Bid.

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

Line 084 | GROUP 9 - OPTION 14: 1,500 Watt Power Inverter

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$2,000.0000	\$2,000.00	Complete	

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

RUSTY ECK FORD INC

No Bid.

Line 085 | GROUP 9 - OPTION 15: Weather Guard Shelving Street Side Model # 9645-3-01, 9912-3-01, 9918-3-01, 9912-3-01, 9344-3-01, 9912-3-01, 9918-3-01, Curb Side Model # 9645-3-01, 9912-3-01, and A C Tech All Aluminum Cabinet 50" Tall x 18" Wide x 18" Depth. All Shelving and Cabinets shall be Installed using Bolts and Lock Nuts. (SHEET METAL SCREWS WILL NOT BE ACCEPTED) - THIS ITEM HAS BEEN DELETED. NO BID THIS ITEM

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC					No Bid.	
RUSTY ECK FORD INC					No Bid.	
DAVIS MOORE AUTOMOTIVE INC					No Bid.	

Line 086 | GROUP 9 - OPTION 16: Other Factory Standard Colors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC					No Bid.	
RUSTY ECK FORD INC					No Bid.	
DON HATTAN CHEVROLET INC					No Bid.	

**Line 087 | GROUP 10: New Unused Current Production Model Seven Passenger Van
Manufacturer: _____ Model: _____**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$23,879.0000	\$23,879.00	Complete	Dodge Grand Caravan
RUSTY ECK FORD INC	1	Each	\$26,317.0000	\$26,317.00	Complete	Ford Translt Connect XLT Wagon
DON HATTAN CHEVROLET INC					No Bid.	

Line 088 | GROUP 10 - OPTION 1: LED Hideaway Strokes in Headlight and Taillight Housing

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
	1	Each	\$1,226.0000	\$1,226.00	Complete	

DAVIS MOORE
AUTOMOTIVE INC

RUSTY ECK FORD INC	1	Each	\$1,426.0000	\$1,426.00	Complete
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DON HATTAN
CHEVROLET INC

No Bid.

Line 089 | GROUP 10 - OPTION 2: SYNC with USB 6.5" Touch LCD Screen and Navigation

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$683.0000	\$683.00	Complete	
RUSTY ECK FORD INC	1	Each	\$1,252.0000	\$1,252.00	Complete	

DON HATTAN
CHEVROLET INC

No Bid.

Line 090 | GROUP 10 - OPTION 3: Other Factory Standard Colors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC					No Bid.	
RUSTY ECK FORD INC					No Bid.	
DON HATTAN CHEVROLET INC					No Bid.	

Line 091 | GROUP 11: New Unused Current Production Model Mid-Size Four Door Sedan
Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	\$18,197.0000	\$18,197.00	Complete	Ford Fusion
DON HATTAN CHEVROLET INC	1	Each	\$19,450.0000	\$19,450.00	Complete	Chevrolet Malibu 1FL
DAVIS MOORE AUTOMOTIVE INC					No Bid.	

Line 092 | GROUP 11 - OPTION 1: Hybrid Model

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	\$6,300.0000	\$6,300.00	Complete	
DAVIS MOORE AUTOMOTIVE INC					No Bid.	
DON HATTAN CHEVROLET INC					No Bid.	

Line 093 | GROUP 11 - OPTION 2: Six Cylinder Engine 2.5L Minimum

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC					No Bid.	
RUSTY ECK FORD INC					No Bid.	

DAVIS MOORE AUTOMOTIVE
INC

No Bid.

Line 094 | GROUP 12: New Unused Current Production Model 2WD Sport Utility Vehicle
Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	8	Each	\$19,497.0000	\$155,976.00	Complete	Ford Escape
DON HATTAN CHEVROLET INC	8	Each	\$20,270.0000	\$162,160.00	Complete	Chevrolet Equinox
DAVIS MOORE AUTOMOTIVE INC	8	Each	\$20,815.0000	\$166,520.00	Complete	Chevrolet Equinox

Line 095 | GROUP 12 - OPTION 1: Four Wheel Drive

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	\$2,998.0000	\$2,998.00	Complete	
DON HATTAN CHEVROLET INC					No Bid.	
DAVIS MOORE AUTOMOTIVE INC					No Bid.	

Line 096 | GROUP 12 - OPTION 2: All Wheel Drive

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$1,610.0000	\$1,610.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$2,600.0000	\$2,600.00	Complete	
RUSTY ECK FORD INC					No Bid.	

Line 097 | GROUP 12 - OPTION 3: Amber LED Hide Away Strobe Lights in the Front and Rear Turn Signals

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$1,226.0000	\$1,226.00	Complete	
RUSTY ECK FORD INC	1	Each	\$1,426.0000	\$1,426.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$1,650.0000	\$1,650.00	Complete	

Line 098 | GROUP 12 - OPTION 4: Amber LED Top Mounted Strobe Light

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$512.0000	\$512.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$675.0000	\$675.00	Complete	
RUSTY ECK FORD INC	1	Each	\$687.0000	\$687.00	Complete	

Line 099 | GROUP 12 - OPTION 5: Other Factory Standard Colors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC				No Bid.		
RUSTY ECK FORD INC				No Bid.		
DAVIS MOORE AUTOMOTIVE INC				No Bid.		

Line 100 | GROUP 12 - OPTION 5: Other Factory Standard Colors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC				No Bid.		
RUSTY ECK FORD INC				No Bid.		
DON HATTAN CHEVROLET INC				No Bid.		

Line 101 | GROUP 12 - OPTION 6: Laptop Mount by JOTO Desk Installed. Model 425-5020R or Approved Equal. Contact Information is rweyer@jotodesk.com

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$510.0000	\$510.00	Complete	
RUSTY ECK FORD INC	1	Each	\$610.0000	\$610.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$750.0000	\$750.00	Complete	

**Line 102 | GROUP 13: New Unused Current Production Model Regular Cab 2WD Compact Size Truck
Manufacturer: _____ Model: _____**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	3	Each	\$22,150.0000	\$66,450.00	Complete	Chevrolet Colorado Ext Cab
DAVIS MOORE AUTOMOTIVE INC				No Bid.		
RUSTY ECK FORD INC				No Bid.		

Line 103 | GROUP 13 - OPTION 1: Towing Package with Heavy Duty Receiver Hitch (Tow Package to Include 7 Pin Trailer Plug Wired to the Rear of the Vehicle) Includes Trailer Brakes

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$750.0000	\$750.00	Complete	
RUSTY ECK FORD INC				No Bid.		
DAVIS MOORE AUTOMOTIVE INC				No Bid.		

Line 104 | GROUP 13 - OPTION 2: Four Wheel Drive with Electronic Touch Contr

Vendors	QTY	UOM	Price	Complete	Comments
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Extended Cost					
DON HATTAN CHEVROLET INC	1	Each	\$4,500.0000	\$4,500.00	Complete

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

RUSTY ECK FORD INC

No Bid.

Line 105 | GROUP 13 - OPTION 3: Extended Cab

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC				No Bid.		
RUSTY ECK FORD INC				No Bid.		
DAVIS MOORE AUTOMOTIVE INC				No Bid.		

Line 106 | GROUP 13 - OPTION 4: Crew Cab

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$2,000.0000	\$2,000.00	Complete	
DAVIS MOORE AUTOMOTIVE INC				No Bid.		
RUSTY ECK FORD INC				No Bid.		

Line 107 | GROUP 13 - OPTION 5: Multiple Factory Standard Colors with Clear Coat

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC				No Bid.		
RUSTY ECK FORD INC				No Bid.		
DAVIS MOORE AUTOMOTIVE INC				No Bid.		

Line 108 | GROUP 13 - OPTION 6: 3.6 Liter Engine

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$2,000.0000	\$2,000.00	Complete	
DAVIS MOORE AUTOMOTIVE INC				No Bid.		
RUSTY ECK FORD INC				No Bid.		

Line 109 | GROUP 13 - OPTION 7: LED Hiway Strokes in Headlight and Tail Light Housings

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$1,450.0000	\$1,450.00	Complete	

RUSTY ECK FORD INC

No Bid.

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

Line 110 | GROUP 13 - OPTION 8: Lockable Bed Cap

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$1,600.0000	\$1,600.00	Complete	

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

RUSTY ECK FORD INC

No Bid.

Line 111 | GROUP 13 - OPTION 9: Topper with Side and Rear Flip Open Windows

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$2,150.0000	\$2,150.00	Complete	

RUSTY ECK FORD INC

No Bid.

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

Line 112 | GROUP 13 - OPTION 10: Bed to be Line X Below the Rails

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$650.0000	\$650.00	Complete	

DAVIS MOORE
AUTOMOTIVE INC

No Bid.

RUSTY ECK FORD INC

No Bid.

Line 113 | GROUP 14: New Unused Current Production Model Two Wheel Drive, 6,400 GVW Regular Cab, Eight Foot Bed Pickup Truck Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	7	Each	\$20,167.0000	\$141,169.00	Complete	Ford F150
DON HATTAN CHEVROLET INC	7	Each	\$20,574.0000	\$144,018.00	Complete	Chevrolet 1500 Reg Cab
DAVIS MOORE AUTOMOTIVE INC	7	Each	\$21,000.0000	\$147,000.00	Complete	Ram 1500 Reg Cab 4x2 V6

Line 114 | GROUP 14 - OPTION 1: Extended Cab with a Standard Six Foot Minimum Bed

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$2,400.0000	\$2,400.00	Complete	
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$2,671.0000	\$2,671.00	Complete	Quad Cab V8 4x2
RUSTY ECK FORD INC	1	Each	\$3,460.0000	\$3,460.00	Complete	

Line 115 | GROUP 14 - OPTION 2: Extended (Super) Cab with a Standard Eight Foot Minimum Bed

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	\$4,389.0000	\$4,389.00	Complete	
DON HATTAN CHEVROLET INC					No Bid.	
DAVIS MOORE AUTOMOTIVE INC					No Bid.	

Line 116 | GROUP 14 - OPTION 3: Crew Cab with a Standard 5 1/2 Foot Minimum Bed.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$5,250.0000	\$5,250.00	Complete	
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$5,482.0000	\$5,482.00	Complete	
RUSTY ECK FORD INC	1	Each	\$5,608.0000	\$5,608.00	Complete	

Line 117 | GROUP 14 - OPTION 4: Line X Lining, Under Rail, Including Tailgate

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$0.0000	\$0.00	Complete	Factory Standard Trademan Spray Bedliner Std SLT
DON HATTAN CHEVROLET INC	1	Each	\$620.0000	\$620.00	Complete	
RUSTY ECK FORD INC	1	Each	\$710.0000	\$710.00	Complete	

Line 118 | GROUP 14 - OPTION 5: Directional Arrow Stick Model: Whelen LED Arrow Board Model TACF-85 with 35 Foot Cord (Placement will be Determined at Time of Build).

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$1,483.0000	\$1,483.00	Complete	
RUSTY ECK FORD INC	1	Each	\$1,583.0000	\$1,583.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$1,700.0000	\$1,700.00	Complete	

Line 119 | GROUP 14 - OPTION 6: Headache Rack, RKI Model WG 10 or Approved Equal.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$683.0000	\$683.00	Complete	
RUSTY ECK FORD INC	1	Each	\$783.0000	\$783.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$875.0000	\$875.00	Complete	

Line 120 | GROUP 14 - OPTION 7: LED Hideaway Strobes in Front Headlights Housing and Rear Tail Light Housing. Color to be Determined at Build.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$1,226.0000	\$1,226.00	Complete	
RUSTY ECK FORD INC	1	Each	\$1,326.0000	\$1,326.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$1,550.0000	\$1,550.00	Complete	

Line 121 | GROUP 14 - OPTION 8: Four Wheel Drive with Electronic Touch Control

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$3,200.0000	\$3,200.00	Complete	
RUSTY ECK FORD INC	1	Each	\$3,597.0000	\$3,597.00	Complete	
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$4,788.0000	\$4,788.00	Complete	Reg Cab V6 4x4

Line 122 | GROUP 14 - OPTION 9: Fiberglass Topper with Lockable Swing Up Side and Rear Windows Painted to Match Truck (Colors May Vary). Windows Shall be Glass

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$1,820.0000	\$1,820.00	Complete	
RUSTY ECK FORD INC	1	Each	\$1,920.0000	\$1,920.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$2,100.0000	\$2,100.00	Complete	

Line 123 | GROUP 14 - OPTION 10: Whelen Model JE2AAAA Light Bar, Overall Length to be 56.25". Light Bar Shall Include (4) four CON3 LED Strobes on the Front with (2) two Alley Lights and (2) two Take Down Lights and a TACTACD1 Controller

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$2,638.0000	\$2,638.00	Complete	
RUSTY ECK FORD INC	1	Each	\$2,838.0000	\$2,838.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$2,950.0000	\$2,950.00	Complete	

Line 124 | GROUP 14 - OPTION 11: Aluminum Tread Plate Standard Saddle Box with Lockable Lid

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$767.0000	\$767.00	Complete	
RUSTY ECK FORD INC	1	Each	\$867.0000	\$867.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$925.0000	\$925.00	Complete	

Line 125 | GROUP 14 - OPTION 12: Full Size Bed Slide Tray with 12" Removable Sides and End

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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DAVIS MOORE AUTOMOTIVE INC	1	Each	\$1,264.0000	\$1,264.00	Complete	
RUSTY ECK FORD INC	1	Each	\$1,364.0000	\$1,364.00	Complete	

DON HATTAN CHEVROLET INC	1	Each	\$1,450.0000	\$1,450.00	Complete	
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Line 126 | GROUP 14 - OPTION 13: Cloth Interior with Split Front Bench Seats Must be Adjustable Forward and Backward as well as Reclining

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$372.0000	\$372.00	Complete	Crew Cab V6 4x2
DON HATTAN CHEVROLET INC	1	Each	\$650.0000	\$650.00	Complete	
RUSTY ECK FORD INC				No Bid.		

Line 127 | GROUP 14 - OPTION 14: Whelen SX8BBRR 48.5" LFL Liberty Series Light Bar Installed on Cab of Truck

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$4,241.0000	\$4,241.00	Complete	
RUSTY ECK FORD INC	1	Each	\$4,441.0000	\$4,441.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$4,650.0000	\$4,650.00	Complete	

Line 128 | GROUP 14 - OPTION 15: Other Factory Standard Colors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC				No Bid.		
RUSTY ECK FORD INC				No Bid.		
DON HATTAN CHEVROLET INC				No Bid.		

Line 129 | GROUP 14 - OPTION 16: Cloth Interior with Bucket Seats Must be Adjustable Forward and Backward as well as Reclining

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	\$568.0000	\$568.00	Complete	
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$3,064.0000	\$3,064.00	Complete	Reg Cab V6 4x2
DON HATTAN CHEVROLET INC	1	Each	\$3,500.0000	\$3,500.00	Complete	

Line 130 | GROUP 14 - OPTION 17: 5.0L Minimum Engine with Active Fuel Management

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	(\$65.0000)	(\$65.00)	Complete	Reg Cab V8 4x2

DON HATTAN CHEVROLET INC	1	Each	\$1,500.0000	\$1,500.00	Complete
RUSTY ECK FORD INC	1	Each	\$1,765.0000	\$1,765.00	Complete

Line 131 | GROUP 14 - OPTION 18: Factory Standard Red

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC				No Bid.		
RUSTY ECK FORD INC				No Bid.		
DAVIS MOORE AUTOMOTIVE INC				No Bid.		

Line 132 | GROUP 14 - OPTION 19: Lockable Bed Cap

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$1,285.0000	\$1,285.00	Complete	
RUSTY ECK FORD INC	1	Each	\$1,385.0000	\$1,385.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$1,600.0000	\$1,600.00	Complete	

Line 133 | GROUP 14 - OPTION 20: 3" Tubular Stainless Steel Nerf Bars

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	\$392.0000	\$392.00	Complete	
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$392.0000	\$392.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$525.0000	\$525.00	Complete	

Line 134 | GROUP 14 - OPTION 21: Road Watch Surface Temperature Gauge

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$1,074.0000	\$1,074.00	Complete	
RUSTY ECK FORD INC	1	Each	\$1,174.0000	\$1,174.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$1,450.0000	\$1,450.00	Complete	

Line 135 | GROUP 15: New Unused Current Production Model 13,200 GVWR Cab & Chassis with 11 Foot Stake Side Flat Bed Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	\$37,300.0000	\$37,300.00	Complete	Chevrolet 3500 Reg Cab Seat will be 40 20 40
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$38,016.0000	\$38,016.00	Complete	Chevrolet 3500 C and C

RUSTY ECK FORD INC

No Bid.

Line 136 | GROUP 15 - OPTION 1: Factory Installed Electric Brake Controller

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$242.0000	\$242.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	\$442.0000	\$442.00	Complete	

RUSTY ECK FORD INC

No Bid.

Line 137 | GROUP 16: New Unused Current Production Model 16,000 GVW Regular Cab and Chassis with Two (2) Cubic Yard Dump Bed w/Three (3) Cubic Yard Ends Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$72,529.0000	\$72,529.00	Complete	Ram 4500 Reg Cab 4x2
DON HATTAN CHEVROLET INC					No Bid.	

RUSTY ECK FORD INC

No Bid.

Line 138 | GROUP 17: New Unused Current Production Model Four Wheel Drive Crew Cab Utility Bed Fire Squad Truck Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	4	Each	\$79,787.0000	\$319,148.00	Complete	Ford F550
DAVIS MOORE AUTOMOTIVE INC					No Bid.	
DON HATTAN CHEVROLET INC					No Bid.	

Line 139 | GROUP 17 - OPTION 1: The Factory Front Bumper Shall Be Removed and Replaced with a Heavy Duty Steel Constructed Bumper. The Bumper Shall Have a Full Brush Guard and Will be Powder Coated Black. There Shall be a Warn #12,000 Winch Installed in the Bumper. The Winch Shall Have 125' of 3/8" Cable, 4 Roller Cable Guide and 12' Remote Control.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	\$4,541.0000	\$4,541.00	Complete	
DON HATTAN CHEVROLET INC					No Bid.	
DAVIS MOORE AUTOMOTIVE INC					No Bid.	

Line 140 | GROUP 17 - OPTION 2: Aluminum Wheels in Place of Steel Wheels

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	\$3,064.0000	\$3,064.00	Complete	
DAVIS MOORE AUTOMOTIVE INC					No Bid.	
DON HATTAN CHEVROLET INC					No Bid.	

Line 141 | GROUP 17 - OPTION 3: One Additional Aluminum Tread Plate Tool Storage Box will be Provided and Mounted on Top of the Street Side of the Utility Body. The Box Shall Open From the Top and Rear, and Must Accomodate 200' OF 1 3/4" Hose and Combination Nozzle

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	\$1,472.0000	\$1,472.00	Complete	
DON HATTAN CHEVROLET INC					No Bid.	
DAVIS MOORE AUTOMOTIVE INC					No Bid.	

Line 142 | GROUP 16 - OPTION 1: Extended Cab

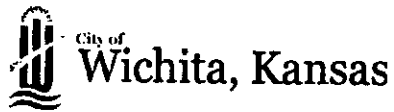
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC					No Bid.	
RUSTY ECK FORD INC					No Bid.	
DON HATTAN CHEVROLET INC					No Bid.	

Line 143 | GROUP 16 - OPTION 2: Crew Cab

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	\$3,455.0000	\$3,455.00	Complete	
DON HATTAN CHEVROLET INC					No Bid.	
RUSTY ECK FORD INC					No Bid.	

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor **Group** **Line**

Solicitation: **Chipper Truck and Flat Bed Winch Truck**
 FB540225

Close Date/Time: 12/11/2015 10:00
 AM CST

Solicitation Type: Formal Bid

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Award Method: Group

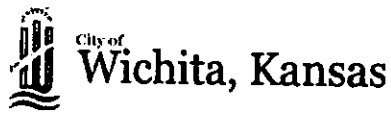
Department: Public Works Fleet & Facilities

Responses: 3

Vendors	Complete	Bid Total	City Comments
ROBERTS TRUCK CENTER LLC	Complete	\$320,726.00	Award 12-15-15 Group 2 Base Bid with Option 1 Public Works & Utilites Dept./Fleet & Fac Div
OMAHA TRUCK CENTER	Complete	\$324,022.00	
ALTEC INDUSTRIES INC	Partial	\$97,649.00	Award 12-15-15 Group 1 Base Bid with Options 1 & 2 Public Works & Utilities Dept./Fleet & Fac Div

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Vendor Group Line

Solicitation:
FB540225

**Chipper Truck and Flat Bed Winch
Truck**

Close Date/Time: 12/11/2015 10:00
AM CST

Solicitation Type: Formal Bid

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Award Method: Group

Department: Public Works Fleet & Facilities

Responses: 3

Go to:

Group 1

Vendors	Complete	Group Total Net Bid
ALTEC INDUSTRIES INC	Complete	\$94,377.00
ROBERTS TRUCK CENTER LLC	Complete	\$94,700.00
OMAHA TRUCK CENTER	Complete	\$95,540.00
Group 1: Option 1		
OMAHA TRUCK CENTER	Complete	\$1,130.00
ROBERTS TRUCK CENTER LLC	Complete	\$1,130.00
ALTEC INDUSTRIES INC	Complete	\$1,270.00
Group 1: Option 2		
ALTEC INDUSTRIES INC	Complete	\$2,002.00
OMAHA TRUCK CENTER	Complete	\$5,642.00
ROBERTS TRUCK CENTER LLC	Complete	\$5,642.00

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Group 2

Vendors	Complete	Group Total Net Bid
ROBERTS TRUCK CENTER LLC	Complete	\$214,516.00
OMAHA TRUCK CENTER	Complete	\$216,972.00
ALTEC INDUSTRIES INC	In-Complete	\$0.00
Group 2: Option 1		
OMAHA TRUCK CENTER	Complete	\$4,738.00
ROBERTS TRUCK CENTER LLC	Complete	\$4,738.00

ALTEC INDUSTRIES INC

In-Complete

\$0.00

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City of
Wichita, Kansas**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

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Vendor Group Line**Solicitation:**
FB540225**Chipper Truck and Flat Bed Winch
Truck****Close Date/Time:** 12/11/2015 10:00
AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Group**Department:** Public Works Fleet & Facilities**Responses:** 3**Go to:** 001

Line 001 | Group 1- Base Bid: New Current Model 31,000 GVWR Cab & Chassis with New Current Model 14' Box
Dumping Lift Bed to be Installed Complete (Supplement A)-Chipper Truck Cab & Chassis
Manufacturer: _____ Model: _____ Year: _____ Box Bed
Manufacturer: _____ Model: _____ Year: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALTEC INDUSTRIES INC	1	Each	\$94,377.0000	\$94,377.00	Complete	International 4300, 2017 Altec Industries AF1472, 2016
ROBERTS TRUCK CENTER LLC	1	Each	\$94,700.0000	\$94,700.00	Complete	International 4300, 2017 Knapheide KFB17172SA, 2017. Alternate Bid \$98,396 Arbor Tech Chipper 2017
OMAHA TRUCK CENTER	1	Each	\$95,540.0000	\$95,540.00	Complete	Freightliner M2 106, 2017 Knapheide KFB17172SA, 2016

Line 002 | Group 1- Option 1: Tool Boxes. Lump Sum Total.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Lump Sum	\$1,130.0000	\$1,130.00	Complete	Alternate Bid \$462.32
OMAHA TRUCK CENTER	1	Lump Sum	\$1,130.0000	\$1,130.00	Complete	
ALTEC INDUSTRIES INC	1	Lump Sum	\$1,270.0000	\$1,270.00	Complete	

Line 003 | Group 2- Base Bid: New Current Model 31,000 GVWR Cab & Chassis with New Current Model 16' Flat Bed
Dumping Lift Bed to be Installed Complete (Supplement A) Cab & Chassis Manufacturer: _____
Model: _____ Year: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	2	Each	\$107,258.0000	\$214,516.00	Complete	International 4300, 2017 Alternate Bid \$224,966
OMAHA TRUCK CENTER	2	Each	\$108,486.0000	\$216,972.00	Complete	Freightliner M2 106, 2017
ALTEC INDUSTRIES INC					No Bid.	

Line 004 | Group 1- Option 2: 16' Box Dumping Lift Bed in Lieu of Supplement A. Lump Sum Additional Cost to Base Bid.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALTEC INDUSTRIES INC	1	Lump Sum	\$2,002.0000	\$2,002.00	Complete	
ROBERTS TRUCK CENTER LLC	1	Lump Sum	\$5,642.0000	\$5,642.00	Complete	Alternate Bid \$200
OMAHA TRUCK CENTER	1	Lump Sum	\$5,642.0000	\$5,642.00	Complete	

Line 005 | Group 2- Option 1: Supplement B in Lieu of Supplement A. Lump Sum Additional Cost to Base Bid. Vendors May Bid on Any or All Groups.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Lump Sum	\$4,738.0000	\$4,738.00	Complete	
ROBERTS TRUCK CENTER LLC	1	Lump Sum	\$4,738.0000	\$4,738.00	Complete	Alternate Bid \$2000
ALTEC INDUSTRIES INC					No Bid.	

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City of
Wichita, Kansas

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Vendor Group Line

Solicitation: FB540227

Aerial Device Trucks

Close Date/Time: 12/11/2015 10:00 AM CST

Solicitation Type: Formal Bid

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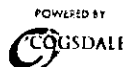
Award Method: Group

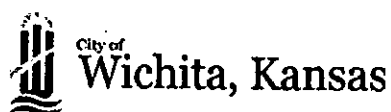
Department: Public Works Fleet & Facilities

Responses: 3

Vendors	Complete	Bid Total	City Comments
ALTEC INDUSTRIES INC	Complete	\$263,314.00	Award 12-15-15 Group 1 Base Bid w/Option 1 & Group 2 Public Works & Utilities Dept./Fleet & Fac Div.
RUSTY ECK FORD INC	Partial	\$107,687.00	
TEREX UTILITIES, INC.	Partial	\$177,131.00	

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Vendor Group Line

Solicitation: FB540227

Aerial Device Trucks

Close Date/Time: 12/11/2015 10:00 AM CST

Solicitation Type: Formal Bid

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Award Method: Group

Department: Public Works Fleet & Facilities

Responses: 3

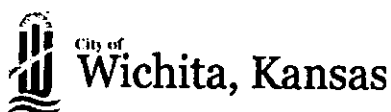
Go to: **Group 1**

Vendors	Complete	Group Total Net Bid
ALTEC INDUSTRIES INC	Complete	\$100,821.00
RUSTY ECK FORD INC	Complete	\$107,687.00
TEREX UTILITIES, INC.	In-Complete	\$0.00
Group 1: Option 1		
RUSTY ECK FORD INC	Complete	\$0.00
ALTEC INDUSTRIES INC	Complete	\$0.00
TEREX UTILITIES, INC.	In-Complete	\$0.00

[Top of the Page](#)**Group 2**

Vendors	Complete	Group Total Net Bid
ALTEC INDUSTRIES INC	Complete	\$162,493.00
TEREX UTILITIES, INC.	Complete	\$177,131.00
RUSTY ECK FORD INC	In-Complete	\$0.00

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Vendor Group Line**Solicitation:** FB540227**Aerial Device Trucks****Close Date/Time:** 12/11/2015 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Group**Department:** Public Works Fleet & Facilities**Responses:** 3**Go to:**

Line 001 | Group 1- Base Bid: New Current Model 19,500 GVWR Truck, Four Wheel Drive, Regular Cab with New Current Model Aerial Device (Supplement A). Vehicle Manufacturer: _____ Model: _____
 Year: _____ Aerial Device Manufacturer: _____ Model: _____ Year: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALTEC INDUSTRIES INC	1	Each	\$100,821.0000	\$100,821.00	Complete	Ford F550, 2016 Altec AT37-G, 2017. A 2 percent discount will be applied if customer selects all three units
RUSTY ECK FORD INC	1	Each	\$107,687.0000	\$107,687.00	Complete	Ford F550, 2016 Duralift DTAX39, 2016
TEREX UTILITIES, INC.					No Bid.	

Line 002 | Group 1- Option 1: Platform Rotation will be 180 Degrees Continuous at the Bottom Tip.

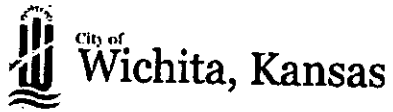
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALTEC INDUSTRIES INC	1	Each	\$0.0000	\$0.00	Complete	Included
RUSTY ECK FORD INC	1	Each	\$0.0000	\$0.00	Complete	Included
TEREX UTILITIES, INC.					No Bid.	

Line 003 | Group 2: New Current Model 33,000 GVWR Cab & Chassis Line Truck with 65 Foot Over Center Articulating Aerial Device (Supplement A). Cab & Chassis Manufacturer: _____ Model: _____
 Year: _____ Aerial Device Manufacturer: _____ Model: _____ Year: _____ Vendors
 May Bid Any or All Groups.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALTEC INDUSTRIES INC	1	Each	\$162,493.0000	\$162,493.00	Complete	International 4300, 2017 Altec Industries LR7-60RM, 2016. 2 percent discount applied to unit/body if all 3 Altec Units purchased
TEREX UTILITIES, INC.	1	Each	\$177,131.0000	\$177,131.00	Complete	Freightliner M2 106, 2017 Terex XT Pro 60, 2016 Alternate Bid \$178,010 International 4400
RUSTY ECK FORD INC					No Bid.	

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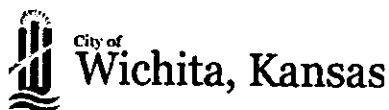
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Vendor Group Line**Solicitation:** FB540231**Track Tractor****Close Date/Time:** 12/11/2015 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** Water Sewage Treatment Division**Responses:** 4

Vendors	Complete	Bid Total	City Comments
LANG DIESEL INC	Complete	\$125,983.00	Award 12/15/2015 Base Bid w/Options 1 & 2 Public Works & Utilities Depart./Sewer Maintenance Div.
JOHN SCHMIDT & SONS INC	Complete	\$155,226.00	
STRAUB INTERNATIONAL INC	Complete	\$230,924.00	
D & D EQUIPMENT & SALES INC	In-Complete	\$0.00	

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB540231

Track Tractor

Close Date/Time: 12/11/2015 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Water Sewage Treatment Division

Responses: 4

Go to:

Line 001 | New Unused Current Production Model Track Tractor Manufacturer: _____

Model: _____ Year: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHN SCHMIDT & SONS INC	1	Each	\$259,971.0000	\$259,971.00	Complete	2015 Challenger MT775E Lead time 30-45 days
STRAUB INTERNATIONAL INC	1	Each	\$330,000.0000	\$330,000.00	Complete	Case IH 420RT 2015
LANG DIESEL INC	1	Each	\$348,500.0000	\$348,500.00	Complete	Challenger MT775E 2015
D & D EQUIPMENT & SALES INC					No Bid.	

Line 002 | OPTION 1: Trade-In Allowance. Lump Sum Deduct from Total Amount. 2009 Challenger MT835C Tractor Serial No. AGCC0835ANUGG1029 2400 Hours. Out of Service Due to Catastrophic Lightning Strike to Equipment 2000 Challenger 75E Tractor Serial No. 6HS00577 6248 Hours

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
LANG DIESEL INC	1	Lump Sum	(\$233,500.0000)	(\$233,500.00)	Complete	
STRAUB INTERNATIONAL INC	1	Lump Sum	(\$122,000.0000)	(\$122,000.00)	Complete	
JOHN SCHMIDT & SONS INC	1	Lump Sum	(\$111,245.0000)	(\$111,245.00)	Complete	
D & D EQUIPMENT & SALES INC					No Bid.	

Line 003 | OPTION 2: Additional Warranty 3 Year/3,000 Hour Full Machine Warranty with No Deductible. This Option, if Taken, Would Cover the Machine for a Total of Five Years

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHN SCHMIDT & SONS INC	1	Each	\$6,500.0000	\$6,500.00	Complete	AGCO Protection comprehensive coverage, zero deductible,
LANG DIESEL INC	1	Each	\$10,983.0000	\$10,983.00	Complete	
STRAUB INTERNATIONAL INC	1	Each	\$22,924.0000	\$22,924.00	Complete	Alt Bid Protection Plus PTPLUS 8,127 dollars

D & D EQUIPMENT &
SALES INC

No Bid.

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City of
Wichita, Kansas

BID RESULTS

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation:
FB540234

**Pole Light Replacement Boston Rec
Ctr**

Close Date/Time: 12/11/2015 10:00
AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

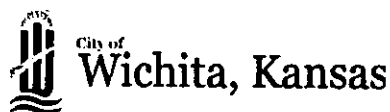
Department: Public Works Fleet & Facilities

Responses: 5

Vendors	Complete	Bid Total	City Comments
KILIAN ELECTRICAL SERVICE INC	Complete	\$70,470.00	Award 12-15-15 Public Works & Utilities Dept./Fleet & Facilities Division
PHILLIPS SOUTHERN ELECTRIC CO INC	Complete	\$70,950.00	
ATLAS ELECTRIC LLC	Complete	\$74,938.00	
SOUTHWESTERN ELECTRICAL CO INC	Complete	\$76,828.00	
SHELLEY ELECTRIC INC	Complete	\$82,900.00	

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line**Solicitation:**
FB540218**Park ROW & Public Facility Grounds**
Maint**Close Date/Time:** 12/4/2015 10:00
AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Group**Department:** Parks**Responses:** 10

Vendors	Complete	Bid Total	City Comments
THE BRICKMAN GROUP, LTD. LLC	Complete	\$3,098,405.00	Award 12/15/2015 Groups 6, 16 & 23 Park & Recreation Dept/Recreation Div Defer Groups 11 & 27
D&R MOWING SERVICES L.L.C.	Partial	\$19,389.68	Award 12/15/2015 Groups 19 & 24 Park & Recreation Dept/Recreation Div
DRAGONFLY LAWN & TREE CARE LLC	Partial	\$350,063.00	Award 12/15/2015 Groups 4,18,20,22,28 & 30 Park & Recreation/Recreation Div
MICHAEL SWARTZ	Partial	\$451,563.55	Non-Responsive to Licensing Requirements
ECO OUTDOOR MANAGEMENT, INC.	Partial	\$916,522.50	Award 12/15/2015 Groups 3,12,13,15 & 17 Park & Recreation Dept/Recreation Div
JEFFS LAWN SERVICE	Partial	\$1,221,988.45	Non-Responsive to Licensing Requirements
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Partial	\$2,197,728.00	Award 12/15/2015 Group 7 Park & Recreation Dept/Recreation Div
LANDSCAPES INC	Partial	\$3,310,759.00	Award 12/15/2015 Groups 2,14,21,26 & 29 Park & Recreation Dept/Recreation Div
CONTOUR LANDSCAPE LLC	Partial	\$3,376,509.00	Award 12/15/2015 Groups 1 & 10 Park & Recreation Dept/Recreation Div
PROFESSIONAL LANDSCAPING SERVICES LLC	Partial	\$4,241,139.00	Award 12/15/2015 Groups 5,8,9 & 25 Park & Recreation Dept/Recreation Div

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City of
Wichita, Kansas

BID RESULTS

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This page summarizes bids by the totals for each group listed on the solicitation.

Vendor Group Line

Solicitation: Park ROW & Public Facility Grounds
FB540218 Maint

Close Date/Time: 12/4/2015 10:00
AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Group

Department: Parks

Responses: 10

Go to: 01

Group 01

Vendors	Complete	Group Total Net Bid
CONTOUR LANDSCAPE LLC	Complete	\$116,480.00
LANDSCAPES INC	Complete	\$173,970.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$176,421.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$233,470.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Complete	\$317,558.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 02

Vendors	Complete	Group Total Net Bid
LANDSCAPES INC	Complete	\$128,160.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$132,652.00
ECO OUTDOOR MANAGEMENT, INC.	Complete	\$155,330.00
CONTOUR LANDSCAPE LLC	Complete	\$176,590.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$200,020.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Complete	\$349,841.00

JEFFS LAWN SERVICE	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 03

Vendors	Complete	Group Total Net Bid
ECO OUTDOOR MANAGEMENT, INC.	Complete	\$92,220.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$158,750.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$173,956.00
LANDSCAPES INC	Complete	\$177,450.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
CONTOUR LANDSCAPE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 04

Vendors	Complete	Group Total Net Bid
DRAGONFLY LAWN & TREE CARE LLC	Complete	\$28,800.00
ECO OUTDOOR MANAGEMENT, INC.	Complete	\$37,800.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$43,180.00
LANDSCAPES INC	Complete	\$45,960.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$63,555.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Complete	\$105,185.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
CONTOUR LANDSCAPE LLC	In-Complete	\$0.00

MICHAEL SWARTZ	In-Complete	\$0.00
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Group 05

Vendors	Complete	Group Total Net Bid
<u>PROFESSIONAL LANDSCAPING SERVICES LLC</u>	<u>Complete</u>	<u>\$161,240.00</u>
THE BRICKMAN GROUP, LTD. LLC	Complete	\$165,324.00
CONTOUR LANDSCAPE LLC	Complete	\$346,935.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
LANDSCAPES INC	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 06

Vendors	Complete	Group Total Net Bid
<u>THE BRICKMAN GROUP, LTD. LLC</u>	<u>Complete</u>	<u>\$125,040.00</u>
LANDSCAPES INC	Complete	\$140,362.00
CONTOUR LANDSCAPE LLC	Complete	\$153,864.00
ECO OUTDOOR MANAGEMENT, INC.	Complete	\$169,067.50
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$220,367.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 07

Vendors	Complete	Group Total Net Bid
<u>COMMERCIAL LAWN MANAGEMENT OF WICHITA IN</u>	<u>Complete</u>	<u>\$170,064.00</u>
THE BRICKMAN GROUP, LTD. LLC	Complete	\$199,343.00
JEFFS LAWN SERVICE	Complete	\$316,212.60
CONTOUR LANDSCAPE LLC	Complete	\$338,300.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$384,620.00
LANDSCAPES INC	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 08

Vendors	Complete	Group Total Net Bid
<u>PROFESSIONAL LANDSCAPING SERVICES LLC</u>	<u>Complete</u>	<u>\$124,157.00</u>
LANDSCAPES INC	Complete	\$129,716.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$158,407.00
CONTOUR LANDSCAPE LLC	Complete	\$195,570.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 09

Vendors	Complete	Group Total Net Bid
<u>PROFESSIONAL LANDSCAPING SERVICES LLC</u>	<u>Complete</u>	<u>\$12,000.00</u>

THE BRICKMAN GROUP, LTD. LLC	Complete	\$17,600.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
LANDSCAPES INC	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
CONTOUR LANDSCAPE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 10

Vendors	Complete	Group Total Net Bid
MICHAEL SWARTZ	Complete	\$109,775.25
CONTOUR LANDSCAPE LLC	Complete	\$125,187.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$165,744.00
JEFFS LAWN SERVICE	Complete	\$174,639.75
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Complete	\$177,807.00
LANDSCAPES INC	Complete	\$188,427.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$263,030.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00

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Group 11

Vendors	Complete	Group Total Net Bid
LANDSCAPES INC	Complete	\$44,720.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$45,086.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Complete	\$66,400.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$90,900.00

JEFFS LAWN SERVICE	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
CONTOUR LANDSCAPE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 12

Vendors	Complete	Group Total Net Bid
MICHAEL SWARTZ	Complete	\$81,582.31
ECO OUTDOOR MANAGEMENT, INC.	Complete	\$123,252.50
JEFFS LAWN SERVICE	Complete	\$140,981.20
THE BRICKMAN GROUP, LTD. LLC	Complete	\$161,418.00
CONTOUR LANDSCAPE LLC	Complete	\$168,920.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Complete	\$228,883.00
LANDSCAPES INC	Complete	\$259,275.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$263,535.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00

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Group 13

Vendors	Complete	Group Total Net Bid
ECO OUTDOOR MANAGEMENT, INC.	Complete	\$167,647.50
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$220,548.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$276,474.00
CONTOUR LANDSCAPE LLC	Complete	\$299,832.00
LANDSCAPES INC	Complete	\$351,724.00
JEFFS LAWN SERVICE	In-Complete	\$0.00

COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 14

Vendors	Complete	Group Total Net Bid
LANDSCAPES INC	Complete	\$23,530.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$34,000.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$60,232.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
CONTOUR LANDSCAPE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 15

Vendors	Complete	Group Total Net Bid
MICHAEL SWARTZ	Complete	\$66,022.24
ECO OUTDOOR MANAGEMENT, INC.	Complete	\$69,250.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$107,724.00
JEFFS LAWN SERVICE	Complete	\$125,920.65
CONTOUR LANDSCAPE LLC	Complete	\$132,330.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Complete	\$139,934.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$186,545.00
LANDSCAPES INC	Complete	\$188,350.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00

DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
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Group 16

Vendors	Complete	Group Total Net Bid
THE BRICKMAN GROUP, LTD. LLC	Complete	\$31,049.00
ECO OUTDOOR MANAGEMENT, INC.	Complete	\$41,860.00
CONTOUR LANDSCAPE LLC	Complete	\$46,578.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Complete	\$51,269.00
LANDSCAPES INC	Complete	\$53,025.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$57,197.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 17

Vendors	Complete	Group Total Net Bid
ECO OUTDOOR MANAGEMENT, INC.	Complete	\$49,600.00
MICHAEL SWARTZ	Complete	\$62,651.25
THE BRICKMAN GROUP, LTD. LLC	Complete	\$87,278.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Complete	\$119,671.00
CONTOUR LANDSCAPE LLC	Complete	\$151,300.00
LANDSCAPES INC	Complete	\$161,300.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$162,025.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00

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Group 18

Vendors	Complete	Group Total Net Bid
<u>DRAGONFLY LAWN & TREE CARE LLC</u>	<u>Complete</u>	<u>\$106,055.00</u>
THE BRICKMAN GROUP, LTD. LLC	Complete	\$187,308.00
JEFFS LAWN SERVICE	Complete	\$249,576.30
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Complete	\$273,056.00
CONTOUR LANDSCAPE LLC	Complete	\$336,051.00
LANDSCAPES INC	Complete	\$357,850.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$367,500.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 19

Vendors	Complete	Group Total Net Bid
<u>D&R MOWING SERVICES L.L.C.</u>	<u>Complete</u>	<u>\$13,984.88</u>
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Complete	\$16,184.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$29,400.00
LANDSCAPES INC	Complete	\$61,500.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$74,664.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
CONTOUR LANDSCAPE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 20

Vendors	Complete	Group Total Net Bid
<u>DRAGONFLY LAWN & TREE CARE LLC</u>	<u>Complete</u>	<u>\$43,773.00</u>

PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$130,367.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$133,533.00
LANDSCAPES INC	Complete	\$145,720.00
CONTOUR LANDSCAPE LLC	Complete	\$169,366.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 21

Vendors	Complete	Group Total Net Bid
LANDSCAPES INC	Complete	\$5,400.00
DRAGONFLY LAWN & TREE CARE LLC	Complete	\$11,300.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$12,000.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$17,112.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
CONTOUR LANDSCAPE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 22

Vendors	Complete	Group Total Net Bid
DRAGONFLY LAWN & TREE CARE LLC	Complete	\$22,650.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$48,967.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Complete	\$57,958.00
CONTOUR LANDSCAPE LLC	Complete	\$66,370.00

LANDSCAPES INC	Complete	\$74,500.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$74,600.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 23

Vendors	Complete	Group Total Net Bid
THE BRICKMAN GROUP, LTD. LLC	Complete	\$77,659.00
LANDSCAPES INC	Complete	\$95,350.00
CONTOUR LANDSCAPE LLC	Complete	\$107,459.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Complete	\$123,918.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$170,911.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 24

Vendors	Complete	Group Total Net Bid
D&R MOWING SERVICES L.L.C.	Complete	\$5,404.80
LANDSCAPES INC	Complete	\$14,220.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$15,482.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$20,000.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00

COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
CONTOUR LANDSCAPE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 25

Vendors	Complete	Group Total Net Bid
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$141,088.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$145,240.00
LANDSCAPES INC	Complete	\$166,450.00
CONTOUR LANDSCAPE LLC	Complete	\$197,682.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 26

Vendors	Complete	Group Total Net Bid
LANDSCAPES INC	Complete	\$52,500.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$80,000.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$85,122.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
CONTOUR LANDSCAPE LLC	In-Complete	\$0.00

MICHAEL SWARTZ	In-Complete	\$0.00
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Group 27

Vendors	Complete	Group Total Net Bid
DRAGONFLY LAWN & TREE CARE LLC	Complete	\$86,850.00
MICHAEL SWARTZ	Complete	\$104,125.25
CONTOUR LANDSCAPE LLC	Complete	\$112,890.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$128,154.00
LANDSCAPES INC	Complete	\$208,500.00
JEFFS LAWN SERVICE	Complete	\$214,657.95
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$285,600.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00

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Group 28

Vendors	Complete	Group Total Net Bid
DRAGONFLY LAWN & TREE CARE LLC	Complete	\$40,200.00
LANDSCAPES INC	Complete	\$41,550.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$50,775.00
CONTOUR LANDSCAPE LLC	Complete	\$134,805.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
PROFESSIONAL LANDSCAPING SERVICES LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 29

Vendors	Complete	Group Total Net Bid
LANDSCAPES INC	Complete	\$9,950.00
ECO OUTDOOR MANAGEMENT, INC.	Complete	\$10,495.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$34,600.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
PROFESSIONAL LANDSCAPING SERVICES LLC	In-Complete	\$0.00
CONTOUR LANDSCAPE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 30

Vendors	Complete	Group Total Net Bid
DRAGONFLY LAWN & TREE CARE LLC	Complete	\$10,435.00
LANDSCAPES INC	Complete	\$11,300.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$18,125.00
MICHAEL SWARTZ	Complete	\$27,407.25
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$48,450.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
CONTOUR LANDSCAPE LLC	In-Complete	\$0.00

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**PRELIMINARY ESTIMATES
FOR CITY COUNCIL DECEMBER 15, 2015**

- a. John Mack Bridge Repair (Broadway, south of Pawnee) (472-85210/715733/249149) See Special Provisions. (District III) - \$1,600,000.00
- b. 17th Street & Oliver Avenue Waterline Extension to serve WSU Innovation Campus (south of 21st Street, east of Hillside) (448-90666/636350/755052) Traffic to be maintained during construction using flagpersons and barricades. (District I) - \$600,000.00
- c. Stormwater Sewer #703 Repair, Auburn Hills Golf Course at 14900 W Lynndale (Auburn Hills Gold Course at 14900 W Lynndale) (468-85083/133117/133117) Local traffic shall be maintained). (District IV) - \$13,500.00
- d. 2015 Sanitary Sewer Reconstruction Phase 12 (north of Pawnee, east of Oliver) (468-85064/620758/665005) Traffic to be maintained during construction using flagpersons and barricades. (District III) - \$500,000.00
- e. Stormwater Sewer #698 to serve Estancia Commercial Addition (north of 37th Street North, east of Ridge) (468-85068/751539/485430) Does not affect existing traffic. (District V) - \$178,000.00
- f. Stormwater Drain #405 to serve Estancia and Estancia Commercial Addition (north of 37th Street North, east of Ridge) (468-85070/751542/485433) Does not affect existing traffic. (District V) - \$1,010,000.00
- g. Stormwater Sewer #699 to serve Estancia and Estancia Commercial Addition (north of 37th Street North, east of Ridge) (468-85072/751541/485432) Does not affect existing traffic. (District V) - \$398,000.00
- h. Storm Water Sewer #684 to serve Siena Lakes Addition (south of 37th Street North, west of Hoover) (468-84971/751526/485417) Does not affect existing traffic. (District V) - \$604,200.00
- i. Parkdale Circle from the south line of Reserve D to and including the cul-de-sac to serve Newmarket Office 2nd Addition (north of 29th St N, west of Maize) (472-84991/766348/490370) Does not affect existing traffic. (District V) - \$678,000.00
- j. Access Road from the east line of Parkdale Circle to the southwesterly line of Lot 4, Block 1, with drainage to be installed where necessary to serve Newmarket Office 2nd Addition (north of 29th St N, west of Maize) (472-85225/766349/490371) Does not affect existing traffic. (District V) - \$364,000.00

PRELIMINARY ESTIMATE of the cost of:

John Mack Bridge Repair
(Broadway, south of Pawnee)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS - Paving

1 Mobilization	1	LS
2 Site Clearing & Restoration	1	LS
3 Traffic Control	1	LS
4 Pavement Markings	1	LS

LUMP SUM BID ITEMS - Bridge

5 Concrete (Grade 4.0)(AE)	16	cy
6 Machine Preparation (1 3/4")	2,672	sy
7 Silica Fume Overlay (1 3/4")	2,672	sy
8 Expansion Device	252	lf
9 Bearing Rehabilitation	1	ea
10 Bridge Jacking	1	LS

MEASURED QUANTITY BID ITEMS - Paving

11 Sign, Elec. Portable Message (each per day)	20	day
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MEASURED QUANTITY BID ITEMS - Bridge

12 Patching, Area Prepared	268	sy
13 Crack Repair, Epoxy Resin	3,710	lf
14 Concrete Repair	2,436	sf

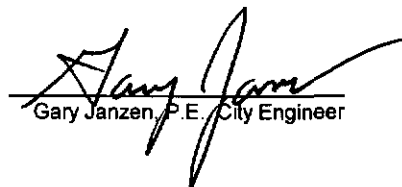
Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost**\$1,600,000.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E. City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

249149 (715733) 472-85210

Page _____

EXHIBIT _____

To be Bid: December 4, 2015

PRELIMINARY ESTIMATE of the cost of:

17th Street & Oliver Avenue Waterline Extension to serve WSU Innovation Campus
(south of 21st, east of Hillside)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS		
1	42" Pipe Connection	1 LS
2	Site Clearing	1 LS
3	Site Restoration	1 LS
4	Seeding	1 LS
5	Sodding	1 LS
MEASURED QUANTITY BID ITEMS		
6	Pipe, WL 12"	2,489 lf
7	Pipe, WL 8" DICL SJ	10 lf
8	Pipe, WL 12" DICL SJ	6 lf
9	Pipe, WL 12" DICL MJ	5 lf
10	Pipe, WL 12" RJ	107 lf
11	Pipe, WL 12" DICL RJ	54 lf
12	Pipe, WL 12" Directional Drill	179 lf
13	Fire Hydrant Assembly	4 ea
14	Valve Assembly, Blowoff	2 ea
15	Valve Assembly, Anchored 8"	1 ea
16	Valve Assembly, 12"	6 ea
17	Valve Assembly, Anchored 12"	6 ea
18	Tree Removed, Large	4 ea
19	Tree Removed, Small	8 ea
20	BMP, Silt Fence	80 lf
21	BMP, Erosion Control Mat	410 sy
22	Fill, Sand (Flushed & Vibrated)	190 lf
LUMP SUM BID ITEMS		
23	Red Bud Path Improvements Removed & Replaced	1 LS

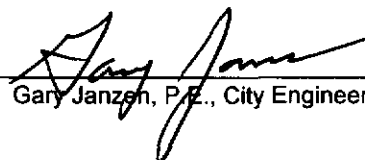
Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept-(1-12" Tap)

Total Estimated Cost**\$600,000.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

PRELIMINARY ESTIMATE of the cost of:

Stormwater Sewer #703 Repair, Auburn Hills Golf Course at 14900 W Lynndale
(Auburn Hills Golf Course at 14900 W Lynndale)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	SWS Inlet and French Drain	1	LS	10,000.00
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Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost

\$13,500.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.



Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

133117 (133117) 468-85083
Page _____

EXHIBIT _____

To be Bid:

December 4, 2015

PRELIMINARY ESTIMATE of the cost of:
2015 Sanitary Sewer Reconstruction Phase 12
(north of Pawnee, east of Oliver)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS		
1 Mobilization	1	LS
2 Site Clearing	1	LS
3 Site Restoration	1	LS
MEASURED QUANTITY BID ITEMS		
4 Pipe, SS 10"	20	lf
5 Pipe Removed	20	lf
6 Concrete Encasement, Removed	25	lf
7 Concrete Encasement, Reinforced	25	lf
8 Rip-Rap, Light Stone (grouted)	50	sy
9 BMP, Construction Entrance	1	ea
10 BMP, Silt Fence	100	lf
11 BMP, Ditch Check	1	ea
12 BMP, Erosion Control Mat	200	sy
13 BMP, Erosion Control Berm	20	lf

Construction Subtotal

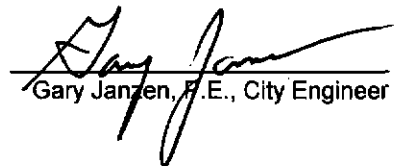
Engineering & Inspection
Administration
Publication

Total Estimated Cost

\$500,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

665005 (620758) 468-85064
Page _____

EXHIBIT

To be Bid:

December 4, 2015

PRELIMINARY ESTIMATE of the cost of:

Stormwater Sewer #698 to serve Estancia Commercial Addition
(north of 37th Street North, east of Ridge)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS - Group 1 (751539)

1	Site Clearing	1	LS
2	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS - Group 1 (751539)

3	Inlet, Curb (Type 1) (L=5' W=3')	2	ea
4	Inlet, Curb (Type 1) (L=10' W=3')	2	ea
5	Fill, Sand (Flushed & Vibrated)	157	lf
6	Pipe, SWS 18"	347	lf
7	Pipe, SWS 24"	158	lf
8	Pipe, SWS 30"	44	lf
9	Pipe, SWS 36"	27	lf
10	Pipe, SWS, HERCP (24"x38") {30}	228	lf
11	Rip-Rap, Light Stone	177	sy

Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost**\$178,000.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

485430 (751539) 468-85068
Page _____

EXHIBIT

To be Bid:

December 4, 2015

PRELIMINARY ESTIMATE of the cost of:

Stormwater Drain #405 to serve Estancia and Estancia Commercial Addition
(north of 37th Street North, east of Ridge)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS - Group 2 (751542)		
1	Excavation	114,165 cy
2	Fill, Compacted (95% Density)	91,330 cy
3	Clay Liner	13,020 cy
4	Seeding - Wet Prairie Mix	1 LS
5	Seeding - Slope Mix	1 LS
6	Seeding - Cover Crop & Mulching	1 LS
7	Plug - Wetland Plugs	3,000 ea
8	Site Clearing	1 LS
9	Site Restoration	1 LS
MEASURED QUANTITY BID ITEMS - Group 2 (751542)		
10	Pipe, SWS 24"	40 lf
11	Rip-Rap, Light Stone	174 sy
12	BMP, Construction Entrance	2 ea
13	BMP, Silt Fence	15,920 lf
14	BMP, Ditch Check	12 ea
15	BMP, Curb Inlet Protection	14 ea
16	BMP, Drop Inlet Protection	8 ea
LUMP SUM BID ITEMS - Group 2 (751542)		
17	Bentonite	35 tn
18	Bentonite Manipulation	3,425 sy

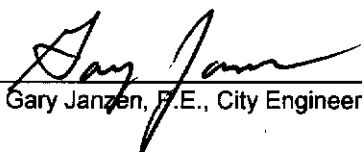
Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost**\$1,010,000.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

485433 (751542) 468-85070

Page _____

EXHIBIT

PRELIMINARY ESTIMATE of the cost of:

Stormwater Sewer #699 to serve Estancia and Estancia Commercial Addition
(north of 37th Street North, east of Ridge)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS - Group 3 (751541)

1	Dewatering	1	LS
2	Site Clearing	1	LS
3	Site Restoration	1	LS
4	Seeding, Temporary	1	LS

MEASURED QUANTITY BID ITEMS - Group 3 (751541)

5	Inlet, Curb (Type 1) (L=5' W=3')	10	ea
6	Inlet, Drop (Double)	1	ea
7	MH, Standard SWS (5')	1	ea
8	MH, Shallow SWS (5')	5	ea
9	MH, Standard SWS (6')	1	ea
10	MH, Shallow SWS (6')	1	ea
11	Fill, Sand (Flushed & Vibrated)	421	lf
12	Pipe, SWS 15"	586	lf
13	Pipe, SWS 18"	248	lf
14	Pipe, SWS, HERCP (14"x23") {18}	206	lf
15	Pipe, SWS 24"	1,302	lf
16	Pipe, SWS 36"	105	lf
17	Casing Bored & Jacked (36" ID min.)	50	lf
18	Rip-Rap, Light Stone	232	sy

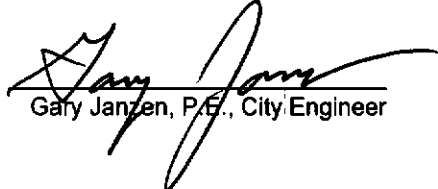
Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost\$398,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

485432 (751541) 468-85072

PageEXHIBIT

To be Bid:

December 4, 2015

PRELIMINARY ESTIMATE of the cost of:

Storm Water Sewer #684 to serve Siena Lakes Addition
(south of 37th Street North, west of Hoover)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Excavation	79,600	cy
2	Site Clearing	1	LS
3	Site Restoration	1	LS
4	Seeding	1	LS

MEASURED QUANTITY BID ITEMS

5	Pipe, SWS 15", RCP	466	lf
6	Pipe, SWS 18", RCP	178	lf
7	Pipe, SWS 24", RCP	42	lf
8	Pipe, SWS 36", RCP	615	lf
9	Inlet, Backyard	2	ea
10	Inlet, Curb (Type 1A) (L=10',W-3')	1	ea
11	Inlet, Curb (Type 1A) (L=10',W-3'), with Snout	4	ea
12	MH, Reinforced Concrete, 5'x5'	5	ea
13	Rip-Rap, Light Stone	106	sy
14	Fill, Sand, Flushed and Vibrated	99	lf
15	BMP, Construction Entrance	1	ea
16	BMP, Silt Fence	5,083	lf
17	BMP, Inlet Protection	8	ea
18	BMP, Linear Sediment Barrier	1,070	lf

Construction Subtotal

Design Fee for 2nd design
Engineering & Inspection
Administration
Publication
Expenses from 2014 design & failed bid
Contingency

Total Estimated Cost**\$604,200.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

485417 (751526) 468-84971
Page _____

EXHIBIT _____

PRELIMINARY ESTIMATE of the cost of:

Parkdale Circle from the south line of Reserve D to and including the cul-de-sac
to serve Newmarket Office 2nd Addition (north of 29th St N, west of Maize)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS - Group 1 (766348)

1	Excavation	1,309	cy
2	Fill, Compacted (95% Density)	775	cy
3	Maintain Existing BMPs	1	LS
4	Crushed Rock Base 8", Reinforced	3,183	sy
5	Handrail	107	lf
6	Streetlighting	1	LS
7	Irrigation	1	LS
8	Irrigation Sleeves (4")	382	lf
9	Seeding, Temporary	1	LS
10	Sodding	1	LS
11	Signing	1	LS
12	Site Clearing	1	LS
13	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS - Group 1 (766348)

14	Rip-Rap, Light Stone	184	sy
15	Brick Pavers	104	sy
16	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	239	lf
17	Concrete C & G, Type 3 (8" & 1-1/2")	250	lf
18	Concrete C & G, Type 4 (6-5/8" & 1-1/2")	1,104	lf
19	Concrete Driveway 8"	621	sf
20	Concrete Sidewalk 4"	6,467	sf
21	Concrete Sidewalk 6"	838	sf
22	Wheelchair Ramp w/ Detectable Warnings	3	ea
23	AC Pavement 7" (5" Bit Base)	2,243	sy
24	Headwall RC 24"	1	ea
25	Pipe, SWS 18"	47	lf
26	Pipe, SWS 24"	70	lf
27	Pipe, SWS, RCBC (3 x 8' x 3')	85	lf
28	Inlet Hookup	2	ea
29	Inlet Underdrain	40	lf
30	Inlet, Curb (Type 1A) (L=10' W=3')	2	ea
31	BMP, Construction Entrance	1	ea
32	BMP, Curb Inlet Protection	5	ea

Construction Subtotal

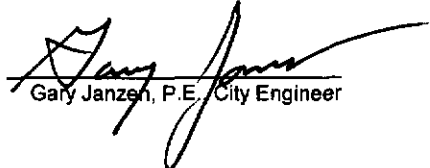
Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost**\$678,000.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Sworn to and subscribed before me this _____
(DATE)


Gary Janzen, P.E., City Engineer

City Clerk

490370 (766348) 472-84991

Page _____

EXHIBIT _____

PRELIMINARY ESTIMATE of the cost of:

Access Road from the east line of Parkdale Circle to the southwesterly line of Lot 4,
Block 1, with drainage to be installed where necessary to serve Newmarket Office 2nd
Addition (north of 29th St N, west of Maize)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS - Group 2 (766349)

1	Fill, Compacted (95% Density)	1,021	cy
2	Excavation	27	cy
3	Maintain Existing BMPs	1	LS
4	Crushed Rock Base 8", Reinforced	719	sy
5	Handrail	92	lf
6	Streetlighting	1	LS
7	Irrigation Sleeves (4")	34	lf
8	Seeding, Temporary	1	LS
9	Site Clearing	1	LS
10	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS - Group 2 (766349)

11	AC Pavement 7" (5" Bit Base)	561	sy
12	Brick Pavers	39	sy
13	Concrete C & G, Type 4 (6-5/8" & 1-1/2")	404	sy
14	Concrete Sidewalk 4"	1,339	sf
15	Concrete Sidewalk 6"	521	sf
16	Wheelchair Ramp w/ Detectable Warnings	1	ea
17	Pipe, SWS, RCBC (3 x 8' x 3')	54	lf
18	Rip-Rap, Light Stone	113	sy
19	BMP, Back of Curb Protection	333	lf

Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost**\$364,000.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzer, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

490371 (766349) 472-85225

Page _____

EXHIBIT _____

**City of Wichita
City Council Meeting
December 15, 2015**

TO: Mayor and City Council

SUBJECT: Community Events – Run in the New Year (Districts I and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter, Patrick Todd, Oz Endurance, is coordinating the Run in the New Year event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Run in the New Year December 31, 2015 11:45 pm – January 1, 2016 1:30 am

- South Wichita Street, Dewey Street to Lewis/Waterman Street
- Lewis/Waterman Street, South Main Street to McLean Boulevard
- West 1st Street North, McLean Boulevard to North Waco Avenue

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

**City of Wichita
City Council Meeting
December 15, 2015**

TO: Mayor and City Council

SUBJECT: Community Events – Hangover Half Marathon and 5K (Districts I and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter, Patrick Todd, Oz Endurance, is coordinating the Hangover Half Marathon and 5K event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Hangover Half Marathon and 5K January 1, 2016 8:00 am – 1:00 pm

- South Wichita Street, Dewey Street to Lewis/Waterman Street
- Lewis/Waterman Street, South Main Street to McLean Boulevard
- West 1st Street North, McLean Boulevard to North Waco Avenue
- West Sim Park Drive, Museum Boulevard to West Murdock Street
- West Murdock Street, West Sim Park Drive to Amidon Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

**City of Wichita
City Council Meeting
December 15, 2015**

TO: Mayor and City Council

SUBJECT: Century II Planning and Design Study Amendment No. 2 (All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the contract amendment and authorize the necessary signatures.

Background: Century II Performing Arts and Convention Center (CII), a multi-purpose convention and performing arts venue, was originally completed in 1969. Additional convention space was added in 1985 with the construction of the Bob Brown Expo Hall. Century II has served the community well and has provided a venue for a wide variety of events; however, the building is showing signs of being outdated. The facility has lost some of its functionality as a convention center as well as a performing arts center due to the changing needs and requirements of convention and performing arts clientele.

In March 2013, the City Council approved a partnership project between the City and Go Wichita Convention and Visitors Bureau (now Visit Wichita Convention and Visitors Bureau aka Visit Wichita). The partnership was created so that a Convention Center Facility/Services Study, with market demand assessment could be performed. Once approved, Visit Wichita used funds to hire Convention Sports and Leisure (CSL) to evaluate the current and future feasibility. The design for renovation/expansion of the convention portion of Century II would be based on the findings and recommendations of the study.

Upon the completion of the Convention Center Facility/Services Study, it was determined a similar study of the Performing Arts Facilities/Services was needed. The Arts Council, Visit Wichita, Music Theatre Wichita, the Wichita Symphony Orchestra and the Wichita Grand Opera paid for the study. AMS Planning and Research (AMS) and Fischer Dachs Associates (FDA) were selected to perform the study.

On November 19, 2013, the City Council approved a contract with the consultant team of Populous Architecture and GLMV to provide concept design services. The concepts were based on the findings of the Convention Center Facility/Services Study conducted by CSL and the Performing Arts Facilities/Services Study conducted by the AMS/FDA team. The design process was initiated in early 2014.

Analysis: Upon the completion of the conceptual design work of the CII facility, it was determined in order to make the most informed decision on a direction to proceed with the facility, an extensive condition analysis of Century II was necessary. The facility assessment will address immediate needs and possible future issues necessary to bring the facility up to industry standards that will make Century II a competitive venue nationally and internationally. The consultant team is proposing to perform a complete and detailed analysis of the facility, including condition assessment on Heating Ventilating and Air Conditioning (HVAC) systems, Americans with Disability Act (ADA) compliance, stage and equipment (front of house and back of house) functionality, fire protection systems, lighting and sound equipment, etc. In addition to the consultant team, a local general contractor, Hutton Construction, will be enlisted to provide accurate and detailed assessments and construction estimates for functional as well as aesthetic improvements.

The proposed facility assessment will allow staff to complete a more accurate and detailed business plan and cost benefit analysis for the CII facility going forward, and provide a detailed list of items within the facility that are currently considered deficient, along with associated costs to bring them up to modern standards to return the facility to one of the premier performing arts centers in the region.

Financial Considerations: The facility assessment work will add \$120,000 to the existing agreement, bringing the total cost of the facility study to \$394,000. Visit Wichita has committed \$40,000 towards this additional work. Funding is available within the previously-approved project budget.

Legal Considerations: The Law Department has reviewed and approved the contract amendment as to form.

Recommendation/Action: It is recommended that the City Council approve the contract amendment and authorize the necessary signatures.

Attachment: Contract amendment.

AMENDMENT NUMBER TWO

THIS AMENDMENT, Made the _____ day of _____ 2015,

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS
A Municipal Corporation, hereinafter
referred to as
"OWNER"

AND

POPULOUS, INC.
hereinafter referred to as
"CONSULTANT"

WHEREAS, the parties have heretofore, on the 19th day of November 2013,
entered into a Contract; and

WHEREAS, the parties wish to modify the "SCOPE OF SERVICES" in
connection with the Century II Complex Modification/Expansion Evaluation for Pre-
Design Services which is the subject matter of such Contract.

NOW, THEREFORE, in consideration of the promises and covenants herein
contained and to be performed, the parties hereto agree as follows:

I. The Contract between the parties dated November 19th, 2013 shall be amended
to change the Basic Services (EXHIBIT "A") to be performed by the **CONSULTANT** as
follows:

The **CONSULTANT** will provide a Concept Cost Estimate that will establish a budget to
upgrade and maintain the Century II (CII) Performing Arts Center and Convention Center
per its current intended function and general existing layout for the next 20 years. The
CONSULATANT will provide all services and deliverables included in the proposal
dated October 9, 2015, (attached). The **CONSULTANT** will work with the **OWNER** to
complete all services included in the proposal in full.

The **CONSULTANT** will obtain approvals of State or other agencies as necessary to
complete the evaluation:

Federal and state laws prohibit discrimination based on disability. Section 504 of the
Rehabilitation Act of 1973, as amended (504), and the Americans with Disabilities Act of
1990 (ADA) require that the City of Wichita and all organizations or firms contracting
with the City of Wichita, except those providing tangible goods, comply with ADA/504
accessibility requirements. We understand that reasonable accommodation is required in
both program services and employment, except where to do so would cause an undue
hardship or burden. We also agree that all new construction, alterations, or additions to
City of Wichita buildings or facilities, performed by my organization or its
subcontractors, must comply with all city, state, and federal laws, including related

building guidelines/codes, and specifically the Americans with Disabilities Accessibility Guidelines (ADAAG).

The **CONSULTANT** will prepare proposals, forms, and all deliverables as spelled out in the original Contract dated November 19th, 2013.

II. The Contract between the parties dated November 19th, 2013 shall be amended to change the PAYMENTS. The OWNER agrees to pay the CONSULTANT for services rendered under this Amendment Number One, a total fee established as follows:

Items identified in Paragraph I above a single stipulated lump sum fee including reimbursable expenses of One Hundred Twenty Thousand Dollars (\$120,000) plus estimated reimbursable fees not to exceed \$5,000. This fee is based on a total budget as follows:

This fee shall constitute complete compensation for the services. (See attached proposals a copy of which is attached hereto and which is incorporated herein by reference.)

This fee shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

III. All other provisions of the November 19th, 2013 Contract and subsequent Amendments between the parties hereto not modified herein shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement
the day and year first above written.

CITY OF WICHITA, KANSAS

by _____
Jeff Longwell, Mayor

Attest:

Populous, Inc.

Karen Sublett, City Clerk

by _____
Todd C. Voth, Senior Principal

City Seal:

Approved as to form:


Jennifer Magana
Director of Law

POPULOUS

October 9, 2015
Revised November 12, 2015

Mr. John D 'Angelo
General Manager
Century II Performing Arts and Convention Center
225 W. Douglas Avenue
Wichita, Kansas 67202

RE: **Wichita Century II Complex Maintain Facility Condition Concept Estimate**
Populous Proposal Letter
Populous Project No. 14.3823

Dear Mr. D 'Angelo:

Thank you for the opportunity to submit this proposal to provide our services for the above project. It is our understanding that the City of Wichita (Client) intends to retain Populous Inc. (Architect) to perform a Concept Estimate of the work necessary to update and maintain the Century II Performing Arts & Convention Center.

The specific description and anticipated schedule of services we propose to provide are defined in Attachment A, "Scope of Work" and made a part of this proposal.

The terms of compensation and reimbursements to Populous for rendering these services are defined in Attachment B, "Compensation for Services", and made a part of this proposal.

If you are in agreement with this proposal, please sign below. Upon agreement of the Tasks, Schedule and Fee we will prepare a letter agreement containing our standard general conditions for your consideration. We will commence the services following execution of an agreement governing our relationship. This proposal is valid for sixty (60) days from the date above. Please feel free to call me with any questions you may have. I look forward to hearing from you soon.

Sincerely,



Todd C. Voth, AIA, LEED AP + BD&C
Senior Principal

Attachments:

Attachment A - Scope of Work Compensation
for Services

Attachment B - GMLV Scope of Service

cc: Lyle Miller - Populous
Gary Nelson - Populous
Megan French - Populous
Zack Rudman - Populous
File

ACCEPTED BY CLIENT:

Title

Date

POPULOUS

City of Wichita, Kansas
Wichita Century II Complex Maintain Facility Condition Concept Estimate

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ATTACHMENT A

MAINTAIN FACILITY CONDITION CONCEPT ESTIMATE

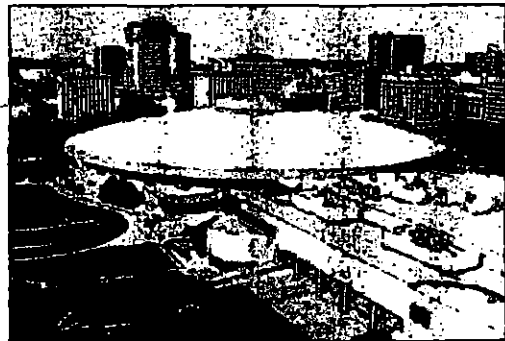
14.3823

SCOPE OF WORK

To provide a Concept Cost estimate that will establish a budget to upgrade and maintain the Century II Performing Arts Center and Convention Center per its current intended function and general existing layout for the next 20 years.

UNDERSTANDING OF PROJECT

The Century II Performing Arts and Convention Center is located at 225 West Douglas Avenue in Wichita, Kansas. The center is approximately 200,000 square feet, equipped with 22 meeting rooms that vary in size from 420 sq. feet to 7,750 sq. feet.



The Complex is composed of the following:

- **Bob Brown Expo Hall** - 93,000 sq. ft. of open floor space and adjoins an 8,000 sq. ft. connecting lobby.
- **Carl A. Bell, Jr. Convention Hall** which provides seating for 5,022 people and approximately 32,000 square feet of open floor space for exhibits and banquet functions.
- **Concert Hall** that features 2,195 continental-style seats.
- **Exhibition Hall** which is 45,000 square feet of open floor space on the main floor and an additional 17,500 square feet on the mezzanine.
- **Kennedy Plaza**, located immediately outside the hall, serves as an additional outdoor display area.
- **The Mary Jane Teall Theater** that seats 652.

Design Services

Populous' services include the following:

- Prime Consultant
- Coordinate work scope with CS & L's Cost Benefit Analysis
- Document findings

GLMV Architecture's services include the following:

- See attached Proposal Letter.

Fisher Dachs Associates (FDA) will perform facility assessments of the following Century II performance venue spaces:

- 2,195-Seat Concert Hall
- 652 Mary Jane Teall Theatre
- 5,022 Carl Bell Jr. Convention Hall
- Back-of-house and public spaces

FDA's Theatre Planning and Design services include the following:

- Review any existing materials, such as building programs, capital improvement plans, technical riders, and facility reports. They will also review any material provided on existing facilities including architectural plans, specifications and any as-built drawings as necessary.
- Visit and survey existing facilities.
- Survey will include visual assessment of the performance spaces to gather data and record observations on existing conditions.
- Conduct a physical and technical systems assessment of each space to validate the data provided and document each venue's deficiencies.
- Assess the existing stage equipment systems for each venue including stage seating, rigging, equipment and lighting systems.
- Meet with staff to list known deficiencies.
- Coordinate work scope with CS & L's Cost Benefit Analysis
- Document findings.
- Collaborate findings with cost estimating by Hutton.

FDA will evaluate and comment on the following areas:

- Stage and auditorium conditions
- Seating layouts and sightlines
- Theatrical technical infrastructure
- Theatrical, concert and house lighting control systems
- Theatrical and concert lighting instruments and accessories
- Stage worklight systems
- Accommodations for temporary cable pass
- Stage rigging and draperies
- Speaker cluster rigging
- Stage machinery including orchestra pit lift
- Movable orchestra acoustic enclosure elements including walls, ceiling, and forestage reflectors
- Variable acoustic element rigging and machinery (i.e. curtains, banners, etc.)
- Fall protection concept planning and design criteria (Illustration for concept only, fall protection systems design and engineering by fall protection contractor)
- Seating systems including seating wagon, telescopic seating, and platform system

Deliverables

A draft and final report will be submitted. Electronic media will be summarized and prepared for presentations.

Additional Services

- Revit model to produce general plans, sections and elevations of the existing facility
- Parking review services
- Strategic Upgrade and Renovations Plans
- Architecture and Engineering Design
- Audio and Visual Design

POPULOUS

City of Wichita, Kansas
Wichita Century II Complex Maintain Facility Condition Concept Estimate

October 9, 2015
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- Fire Alarm and Fire Protection Design
- Environmental Noise Reduction
- Facility assessment for compliance with current building and safety codes
- An evaluation of the acoustics for each of the halls

PROJECT SCHEDULE

This agreement will be completed by ~~December 4, 2015~~ no later than 90 days after notice to proceed.

COMPENSATION FOR SERVICES

Populous proposes a Fixed Fee plus Reimbursable Expenses. The Fee shall not be exceeded without the written approval of the Client.

BASIC FEE

A fixed fee of One Hundred Twenty Thousand Dollars (\$120,000) plus estimated expenses of \$5,000.

The following is the breakdown of fees:

Populous	\$24,000
GLMV Architecture	\$51,000
Exterior Refresh Budget	\$10,000
Fisher Dachs Associates	<u>\$35,000</u>
Total	\$120,000

Services not included in Populous' scope will be invoiced at our hourly rates per the Hourly Rate Schedule, as attached hereto, or per a mutually agreed upon fixed fee amount. Those services may include but not limited to the list of Additional Services as noted in Attachment A. Populous will ask the Client to authorize any additional services in writing prior to the commencement of such additional services.

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project.

Populous Hourly Rate Schedule

JOB TITLE	2015 PUBLISHED
Senior Principal	\$375
Senior Architect	\$235
Architect	\$180
Senior Architect Technician	\$135
Architect Technician	\$110
CADD Technician	\$110
Senior Urban Planner	\$275
Senior Landscape Architect	\$300
Landscape Architect	\$155
Senior Landscape Architect Technician	\$135
Landscape Architect Technician	\$110
Senior Interior Designer	\$160
Interior Designer	\$145
Senior Interior Design Technician	\$115
Interior Design Technician	\$100
Graphic Design Manager	\$175
Senior Graphic Designer	\$150
Graphic Designer	\$125
Graphic Design Technician	\$100
Event Manager	\$235
Administrative Assistant	\$110
Intern	\$55

*These are current rates and are subject to change on an annual basis.

*Rate schedules for Consultants utilized by Populous will be provided to Client at the time of their engagement.

**City of Wichita
City Council Meeting
December 15, 2015**

TO: Mayor and City Council

SUBJECT: 2016 Narcotic Seizure Fund Budget

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Adopt the 2016 Narcotic Seizure Fund budget.

Background: The Wichita Police Department has utilized the Narcotic Seizure Fund for decades to fund drug-related Police operations. The Narcotic Seizure Fund consists of monies from Federal, State, and other agencies obtained as a result of investigations into illegal enterprises such as the possession and sale of narcotics. After the judicial process is completed, the funds are awarded to the department. The Wichita Police Department adheres to stringent Federal and State guidelines in accounting for and using the Narcotic Seizure Fund.

Analysis: The budget for the Narcotic Seizure Fund is adopted to permit the expenditure of funds forfeited to the Wichita Police Department. Federal and State regulations require separate accounts for assets forfeited under different forfeiture programs.

Financial Considerations: As of October 31, 2015, the Narcotic Seizure Fund balance totaled \$1,632,750. The following budget is recommended for 2016:

	<u>Amount</u>
Contingency	\$361,200
Police Equipment	235,000
Special Investigations Operating Expenses	187,700
Building Lease & utilities	87,400
Law enforcement training	30,000
Annual audit	2,000
Legal Advertising	4,000
Maintenance (Data equipment)	4,000
TOTAL:	<u>\$911,300</u>

Legal Considerations: Federal and State laws require local units of government to use forfeited assets to supplement the funds dedicated to law enforcement and prohibit substituting local funds with forfeited assets.

Recommendations/Actions: It is recommended that the City Council adopt the 2016 Narcotic Seizure Fund budget.

Attachments: None.

City of Wichita
City Council Meeting
December 15, 2015

TO: Mayor and City Council
SUBJECT: 2016 Insurance Program
INITIATED BY: Department of Finance
AGENDA: Consent

Recommendation: Receive, file and ratify the report.

Background: Annually, the City places a number of insurance policies and position bonds to provide coverage for risks to the City of Wichita, its assets and employees. These policies provide coverage for property, data processing, boiler/machinery, burglary/theft, employee dishonesty, excess workers' compensation, excess general liability, airport general liability, underground fuel storage, helicopter hull and helicopter general liability, fine arts, travel insurance, foreign travel and the Wichita Public Building Commission.

Analysis: To protect City assets and reduce the risk exposure, the City places the following lines of insurance coverage:

Property Insurance - All City-owned buildings (approximately 250) and contents are covered against named perils with total insured values exceeding \$856 million. For policy year 2016, staff is recommending renewal with Zurich North America. The proposed premium with a two-year lock is \$618,146 annually, a rate reduction of 7.8% or \$52,488 less than last year's expiring premium. Zurich also proposed a \$500,000 deductible per occurrence for wind and hail losses, down \$250,000 from 2015. All other policy deductibles are \$100,000 or less. Also proposed is an increase in the maximum single loss policy limit from \$200 million to \$350 million.

The City maintains a separate policy for property, liability and boiler insurance on behalf of the Public Building Commission for the State Office Building. Property coverage limits are \$41.6 million, with an additional \$2.8 million in business interruption insurance. Property rates for 2016 through Travelers Insurance will decrease 4.8% with a \$42,425 annual premium.

The Public Building Commission policy also includes general liability coverage of \$2 million and a \$1 million liability umbrella. Coverage is placed with Travelers Insurance Company with combined premiums totaling \$17,103, a \$91 increase in premium cost for 2016.

Workers' Compensation Excess Insurance - The City self-insures exposure to workers' compensation costs as permitted under K.S.A. 44-505(f). As a self-insured entity, K.A.R. 51-14-4 requires the City to purchase excess workers' compensation coverage to limit catastrophic exposure. Proposed workers' compensation excess coverage for 2016 will be placed with Safety National at a \$750,000 self-insured retention level, and will experience a flat conditional rate lock for two years with an estimated first-year premium of \$249,201 based on payroll.

Crime (Burglary/Theft) Policy - This policy covers losses due to employee theft, credit card theft, other theft or robbery, forgery of documents, fraudulent transfers of funds and acceptance of counterfeit currency or money orders. Depending on the type of loss, policy limits range from \$50,000 to \$1 million. Premiums for 2016 will increase by \$1,020, resulting in an annual premium cost of \$12,389. Proposed coverage additions include a \$50,000 sublimit for Computer Systems Coverage and Investigative Expenses, and a \$250,000 sublimit for Corporate Deception Fraud. This blanket policy is placed with Hartford Fire Insurance Company.

Travel Accident Insurance - This policy, written through Zurich, provides insurance against the loss of life or limb of full-time City employees and City Council members while traveling for bona fide City business outside of the City limits or worldwide. The aggregate policy limit is \$500,000, with the loss per individual limited to \$100,000. If more than five individuals were subject to the aggregate limit, the policy limit would be split proportionately among the claimants. The 2016 premium cost will remain flat at \$1,000 annually.

International Package - This policy, written through ACE American Insurance Company, provides for coverage to include \$1 million general and automobile liability limits, \$1 million for repatriation, \$250,000 limits for accidental death and dismemberment, \$5,000 limits for employee dishonesty, money and securities, and an aggregate of \$1,000,000 for kidnap and extortion. For policy year 2016, rates will remain flat for a premium totaling \$3,732.

Helicopter Liability - The City maintains liability and hull insurance on the MD 500E helicopter operated by the Police Department. The policy for 2016, written through Old Republic Insurance, contains limits of \$1.2 million for damage to the hull and \$1 million for liability. Premiums for 2016 will remain flat at \$20,450 annually.

Art Collection - The Wichita Art Museum maintains coverage on the fine arts collections. Policy limits for 2016 will remain at \$200 million for art within the museum; \$100 million for unnamed or temporary locations world-wide; \$100 million for art in-transit per conveyance world-wide; and \$200 million aggregate limit for any one loss. The premium for policy year 2016 will remain at \$80,000. The policy is placed 50% - 50% with ACE American Insurance Company and AXA Art Insurance Corporation.

Airport General Liability - The Airport maintains \$100 million in general liability insurance coverage with a \$1,000 deductible per occurrence. The policy is written through AIG with an annual premium totaling \$35,416, a \$1,411 increase from that of 2015.

Underground Storage Tanks - The City maintains environmental liability insurance on 65 underground storage tanks managed by the Airport and Public Works & Utilities. Liability limits are \$1 million per incident protecting the City against environmental loss only. The annual premium is \$9,270, a 3.5% rate decrease from 2015. This policy is placed through Great American Insurance.

Federal Excess Liability - The City has purchased an excess liability insurance policy since June of 2007. The coverage applies to federal litigation, general liability and out of state lawsuits where the Kansas Tort Claims Act would not protect the City of Wichita. This coverage is often maintained in cities similar in size to Wichita to serve as a backstop for significantly high cost liability exposures. Some of these exposures include, but are not limited to, civil rights violations, discrimination, other federal actions and liability coverage for City vehicles when traveling outside the state of Kansas.

Depending on the type of loss reported, aggregate coverage limits vary from \$20 million to \$40 million per policy year with a \$2 million self-insured retention. Premiums for this policy written through AIG/Chartis will remain flat at \$285,000.

Financial Considerations: The premiums for the insurance policies and related programs and services are included in the 2016 Adopted Budget within the Self Insurance Fund. Several premium costs are re-allocated to departments through the establishment of auto liability, building and contents, and workers' compensation insurance rates. Coverage for the Police helicopter is budgeted and expended from the Police General Fund budget. Airport-specific coverage is budgeted and expended from the Airport Fund. Coverage for the Art Museum is budgeted within their funding allocation. Funding for the travel accident insurance, the crime policy and position bonding is absorbed within the Self Insurance Fund.

Legal Considerations: The City's liability on tort claims is limited under K.S.A. 75-6105 to \$500,000 per claim. The City is allowed to self-insure workers' compensation based on K.S.A. 44-505(f), although excess workers' compensation coverage is required under K.A.R. 51-14-4. City Code 2.64.020 (h) authorizes the Purchasing Manager to negotiate the purchase of insurance coverage. Various position bonds are required by Sections 2.16.010 and 2.08.218 of the Code of the City of Wichita, Charter Ordinance 43, K.S.A. 12-4108 and 12-1013.

Recommendation/Action: It is recommended the City Council receive, file and ratify the 2016 Insurance Program, subject to minor modifications and verification of coverage details.

City of Wichita
City Council Meeting
December 15, 2015

TO: Mayor and City Council

SUBJECT: Municipal Investment Pool Resolution Updating Authorizations

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: State law, City ordinance and the City's investment policy govern the investment of City funds. The existing investment policy was approved by the City Council in November 2015 and authorizes the option of investing up to 15% of the City's investment portfolio in the State's Municipal Investment Pool (MIP). The City Council first authorized the City's participation in the MIP through Resolution No. 04-410 in August 2004.

Analysis: Authorized staff has changed and there is a need to submit an updated list of employees authorized to execute transactions for the Municipal Investment Pool.

Financial Considerations: There is no direct cost to the City for utilizing the Municipal Investment Pool. The City uses the Municipal Investment Pool as a method to invest idle funds on a short-term basis and as needed for liquidity. Funds may be withdrawn from the MIP on demand and as needed for cash flow purposes.

Legal Considerations: The resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council adopt the resolution updating the list of individuals authorized to execute investment transactions within the Municipal Investment Pool and authorize the necessary signatures.

Attachment: Resolution

RESOLUTION NO. 15-383

**A RESOLUTION RELATING TO PARTICIPATION IN THE MUNICIPAL INVESTMENT
POOL AND UPDATING AUTHORIZATIONS FOR THE EXECUTION OF DOCUMENTS AND
TRANSACTIONS IN CONNECTION THEREWITH.**

WHEREAS, the undersigned is a municipality, as defined in K.S.A. 12-1675, as amended (the “Participant”), and from time to time has funds on hand in excess of current needs, and

WHEREAS, it is in the best interest of the Participant and its inhabitants to invest funds in investments that yield a favorable rate of return while providing the necessary liquidity and protection of principal; and

WHEREAS, the Pooled Money Investment Board (the “PMIB”), operates the Municipal Investment Pool (MIP), a public funds investment pool, pursuant to Chapter 254 of the 1996 Session Laws of Kansas, and amendments thereto.

NOW THEREFORE, be it resolved as follows:

1. That the municipality designated below approves the establishment of an account in its name in the MIP for the purpose of transmitting funds for investment, subject to the MIP Participation Policy adopted by the Pooled Monday Investment Board, and municipality acknowledges it has received a current copy of such Participation Policy.
2. That the following individuals, whose signatures appear directly below, are officers or employees of the Participant and are each hereby authorized to transfer funds for investment in the MIP and are each authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of funds:

List officers or employees authorized to execute documents and make deposits and withdrawals:

Rob Raine	Interim Treasurer
Name	Title

Signature

Catherine Gilley	Cash Manager
Name	Title

Signature

Cheryl Busada	Debt Manager
Name	Title

Signature

3. Notice required by the PMIB's Municipal Investment Pool Participant Policy shall be provided to:

Contact Person: Rob Raine, Interim City Treasurer

Address: 455 N. Main, 12th Floor
Wichita, KS 67202

Telephone: (316) 268-4324

Fax No. (316) 268-4656

4. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant and until the PMIB receives a copy of any such amendment or revocation, the PMIB is entitled to rely on the same.

The resolution is hereby introduced and adopted by the Participant at its regular meeting held on the 15th day of December 2015.

(Seal)

ATTEST: Karen Sublett, City Clerk

CITY OF WICHITA, KANSAS

By: _____
Jeff Longwell, Mayor

Approved as to form: _____
Jennifer Magaña, Director of Law and City Attorney

**City of Wichita
City Council Meeting
December 15, 2015**

TO: Mayor and City Council

SUBJECT: Fidelity Bank Authorization Resolution

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendations: Adopt the resolution and authorize the necessary signatures.

Background: The City utilizes Fidelity Bank to process and service Neighborhood Improvement Revolving Loan program transactions. This program provides loan assistance for the purposes of historic preservation, rehabilitation and restoration, as well as rehabilitation of owner-occupied and rental homes.

Analysis: Catherine Gilley has been appointed as the Cash Manager, assuming responsibilities from the retired Cash Manager, Becky Johnston. Michelle Law has been appointed as the Controller, assuming the responsibilities of the retired Controller, Carol McMillan. These staff changes require the update of the authorizing resolution related to the accounts held with Fidelity Bank. The authorizing resolution delegates individual authority with respect to specific banking transactions to ensure the proper segregation of duties and adequate internal controls.

Financial Considerations: There are no financial considerations in connection with the changes to the resolutions.

Legal Considerations: The resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council adopt the resolution updating the list of individuals authorized to execute transactions with Fidelity Bank and authorize the necessary signatures.

Attachment: Resolution

City of Wichita Authorization Resolution No. 15-384

Fidelity Bank
100 E. English
Wichita, KS 67202
Referred to as Financial Institution

By: City of Wichita
332 Riverview Street
Wichita, KS 67203
Referred to as Municipal Corporation

Account Number
0060014463
0060014471
9060011079

Account Name
Historical Loan Revolving Account
Direct Loan Revolving Account
Rental Rehab Program

I, Karen Sublett, certify that I am the City Clerk of the City of Wichita, a Municipal corporation organized under the laws of Kansas, Federal I.D. Number 48-6000653, engaged in business under the trade name of City of Wichita, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Governing Body of the Corporation duly and properly called and held on _____.
These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents Any agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

<u>Name and Title</u>	<u>Signature</u>
A. Robert Layton, City Manager	_____
B. Shawn Henning, Director of Finance	_____
C. Rob Raine, Interim Treasurer	_____
D. Michelle Law, Controller	_____
E. Catherine Gilley, Cash Manager	_____

Powers Granted

Indicate number of signatures required

A, B	Open any deposit or share account(s) in the name of the Corporation	2
A, B, C	Endorse checks for deposit.	1
A, B	Issue orders for the payment of money or withdraw or externally transfer funds on deposit with this Financial Institution.	2
C, E	Initiate recurring wire transfers to pre-authorized City of Wichita Accounts	1
C, E	Transfer funds internally between the above authorized accounts	1
A & D or B & D.	Jointly issue instructions to establish pre-authorized accounts for wire transfers.	2

Limitations on Powers – The following are the Corporation's express limitations on the powers granted under this resolution.

Any account agreements and any other contracts or agreements beyond checks, payment orders or other transfer or withdrawal directions authorized under "Powers Granted" above are subject to approval by the Corporation's Governing Body.

This resolution supersedes all prior resolutions.

Certification of Authority

I further certify that the Governing Body of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. This Corporation is a non-profit corporation.
In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on December 8, 2015.

Jeff Longwell, Mayor

City Clerk

Approved as to Form:
Jennifer Magaña, City Attorney

City of Wichita
City Council Meeting
December 15, 2015

TO: Mayor and City Council
SUBJECT: Payment for Settlement of Claim
INITIATED BY: Law Department
AGENDA: Consent

Recommendation: Authorize payment of \$15,518.77 as a full settlement of the personal injury claim, and approve the bonding resolution.

Background: This claim arises from a motor vehicle accident involving a City dump truck and a small passenger vehicle on North Hillside on November 19, 2014. The claimant drove a small vehicle and the dump truck was unusually tall, so that the passenger vehicle, although in its lane of travel, was below the visual field of the truck's mirrors, and therefore unseen as the dump truck began merging lanes. Plaintiff's injuries are a result of the collision. Additional mirrors have been placed on the vehicle.

Analysis: The claimant has offered to accept a lump sum payment of \$15,518.77 as full settlement of all personal injury claims against the City of Wichita.

Financial Considerations: Funding for this settlement payment is available from the City's Self Insurance Fund. Finance is directed to make any budget adjustments required and to issue any general obligation bonds, as necessary, to provide for payment of the approved settlement.

Legal Considerations: The Law Department recommends settlement of this claim for the amount of \$15,518.77. The bonding resolution has been prepared and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council authorize payment of \$15,518.77 as full settlement of all possible personal injury claims arising out of the events which are the subject of this claim and adopt the bonding resolution.

Attachments: Bonding resolution.

RESOLUTION NO. 15-385

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL
OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO
FUND A CIVIL LITIGATION SETTLEMENT.**

WHEREAS, K.S.A. 75-6113 (the "Act") provides that payment of any judgments, compromises or settlements for which a municipality is liable pursuant to K.S.A. 75-6101 *et seq.*, and amendments thereto, may be made from any funds or moneys of the municipality which lawfully may be utilized for such purpose or if the municipality is authorized by law to levy taxes upon property such payment may be made from moneys received from the issuance of no-fund warrants, temporary notes or general obligation bonds, provided that warrants or temporary notes issued shall mature serially at such yearly dates as to be payable by not more than 10 tax levies and any bonds shall be issued in accordance with the provisions of the general bond law and shall be in addition to and not subject to any bonded debt limitation prescribed by any other law of the state of Kansas; and

WHEREAS, the City of Wichita, Kansas (the "City"), is a municipality within the meaning of the Act; and

WHEREAS, the governing body of the City has heretofore approved a claim relating to an incident occurring on November 19, 2014, involving a City of Wichita vehicle, under which claim the City is liable pursuant to K.S.A. 75-6101 *et seq.* to pay a claim in the amount of \$15,518.77 (the "claim"); and

WHEREAS, the governing body of the City hereby finds and determines it to be necessary to authorize the issuance of general obligation bonds of the City to finance the Settlement and related costs.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Financing. The City is hereby authorized to issue general obligation bonds (the "Bonds") pursuant to the authority of the Act in an amount necessary to pay the costs of the claim, plus interest on interim financing and associated financing costs. Bonds may be issued to reimburse claim expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

SECTION 2. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

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ADOPTED by the City Council of the City of Wichita, Kansas, on December 15th 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law

City of Wichita
City Council Meeting
December 15, 2015

TO: Mayor and City Council
SUBJECT: Ordinance for the Landfill Post-Closure Fund
INITIATED BY: Department of Finance
AGENDA: Consent

Recommendation: Place the ordinance on first reading.

Background: In accordance with regulatory requirements and governmental accounting standards, estimated costs for closure and post-closure care of the City's landfills are recorded in the Landfill Post-Closure Fund. For financial reporting purposes, this fund is considered a Special Revenue Fund which is maintained to demonstrate compliance that funds are available to finance closure and post-closure expenditures for landfill facilities owned and operated by the City.

Analysis: The definitions of governmental type funds (including Special Revenue Funds) were clarified by the Governmental Accounting Standards Board (GASB) with the issuance of Statement No. 54, which became effective January 1, 2012. Under this pronouncement, Special Revenue Funds are to be used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes. To comply with this financial reporting requirement, the City Council adopted Resolution No. 12-145 on June 19, 2012 declaring the necessity to maintain a fund balance in the Landfill Post-Closure Fund at a minimum of 85% of the estimated closure and post-closure care costs each year, also satisfying the financial assurance requirements.

With respect to GASB Statement No. 54, the definition of restricted or committed resources of a Special Revenue Fund, the purposes for use of these resources must be "*determined by a formal action of the government's highest level of decision making authority.*" To fully comply with this provision, the attached ordinance has been prepared to further ratify Resolution No. 12-145 that was adopted by the City Council in June 2012.

Financial Considerations: The calculated financial assurance requirement at December 31, 2014 was \$13,639,429. Eighty-five percent (85%) of the calculated financial assurance requirement is \$11,593,515. The fund balance of the Landfill Post-Closure Fund as of December 31, 2014 was \$12,527,649 or 91.8% of the calculated financial assurance requirement.

Legal Considerations: The Law Department has reviewed and approved the ordinance as to form.

Recommendations/Actions: It is recommended that the City Council place the ordinance on first reading.

Attachment: Ordinance

(Published in The Wichita Eagle on December 24, 2015)

ORDINANCE NO. 50-139

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS (THE “CITY”),
AUTHORIZING A CITY POST-CLOSURE LANDFILL FUND AS A SPECIAL
REVENUE FUND WITH A NECESSITY TO MAINTAIN A COMMITTED
BALANCE WITHIN THE FUND;

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation duly organized and validly existing under the laws of the State of Kansas (the “State”) as a city of the first class; and,

WHEREAS, Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specific purposes; and,

WHEREAS, the City owns and operates solid waste facilities located within the limits of the City of Wichita; and,

WHEREAS, such solid waste facilities require maintenance and monitoring functions at the site for thirty years (30) after the regulatory closure date; and

WHEREAS, the City shall satisfy the financial assurance requirement for closure and post-closure care by providing a trust fund, a surety bond guaranteeing payment, an irrevocable letter of credit or insurance policy, or by passing a financial test or obtaining a financial guarantee from a related entity, to guarantee the future availability of funds; and

WHEREAS, the City of Wichita has elected to utilize the local government financial test as specified in 40 CFR 258.74(f), adopted by reference for use in Kansas by K.A.R. 28-29-98 to satisfy the requirement for future availability of funds, and has heretofore taken steps to support such a fund by Resolution No. 12-145 of the City of Wichita, Kansas; and

WHEREAS, Article 12, Section 5 of the Kansas Constitution empowers cities to determine their local affairs and government; and,

WHEREAS, the Governing Body of the City desires, under the authority of Article 12, Section 5 of the Kansas Constitution, to formalize by ordinance its establishment of a budgeted, special revenue fund to receive and retain designated revenues from its solid waste facilities to be used primarily to satisfy the financial assurance requirement for closure and post-closure care, and hereby finds and determines that such is necessary and desirable and in the interest and for the general welfare of the City and its inhabitants.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE
CITY OF WICHITA, KANSAS;

SECTION 1. The Governing Body hereby finds and determines that it is necessary and desirable to establish, under the authority of Article 12, Section 5 of the Kansas Constitution, a budgeted, special revenue fund to receive revenues from solid waste landfill facilities to satisfy the financial assurance requirement for closure and post-closure care by maintaining in the Landfill Post-Closure Fund a fund balance equal to or greater than the minimum of 85% of the local financial test calculation.

SECTION 2. **Continuation of Landfill Post-Closure Fund.** The special revenue fund contemplated by Resolution No 12-145 and by this ordinance is hereby ratified, established and maintained for receipt of revenue resulting from the use of City solid waste landfill facilities owned or operated by the City and to commit expenditure of this revenue to guarantee the future availability of funds by maintaining a minimum balance in such fund at least equal to 85% of the local financial test calculation.

SECTION 3. This Ordinance shall take effect and be in force from and after its passage and publication one time in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 22nd day of December, 2015.

CITY OF WICHITA, KANSAS

By _____
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law

**City of Wichita
City Council Meeting
December 15, 2015**

TO: Mayor and City Council

SUBJECT: Ordinance Amendment to the Wichita/Sedgwick County Building and Trade Code

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve ordinance revisions to the Wichita/Sedgwick County Building and Trade Code.

Background: On January 1, 2013, the City of Wichita Office of Central Inspection and the Sedgwick County Code Department were merged to form the Metropolitan Area Building and Construction Department (MABCD). During this merger, the City and County combined trade code amendments to form the Unified Building and Trade Code (UBTC). As the merger has progressed, staff and customers have noticed two items of “clean-up” which need to be addressed. The first issue involves location of mechanical code language within the unified code. Currently the UBTC contains mechanical code information in chapter two (building) and chapter five (mechanical) portions of the code. The current amendment moves all mechanical references to chapter five (mechanical) which facilitates use of the code book for staff and contractors without actually changing any code. The second issue involves licensing of plumbing and mechanical contractors. To make it more convenient for local contractors, MABCD decided to change the requirement for annual license renewal to renewals every two years. As such, the UBTC was changed to reflect this in 2013. However, there were some areas of the UBTC that were not changed to reflect this language. This amendment will repair the language so the two-year renewal language is consistent throughout the UBTC document.

Analysis: In regards to Sections 1 through 19 of the ordinance, after a unanimous vote recommending approval of such sections by the Mechanical Board for the MABCD, mechanical provisions that are currently contained within the building code portion of the Wichita-Sedgwick County Unified Building and Trade Code (UBTC) would be moved to the mechanical code portion of the UBTC. These provisions are currently within the building code because of how the incorporated code is drafted. However, for simplification for contractors, homeowners, and staff, it makes sense to move these provisions to where they actually apply. Also, by moving these provisions, subsequent code amendments involving these provisions could more easily be addressed.

Sections 20 and 21 of the ordinance modify provisions concerning plumbing and mechanical contractors’ license terms to be consistent with other UBTC provisions of those terms as mentioned above.

Financial Considerations: There are no financial issues for MABCD or the City of Wichita.

Legal Considerations: The recommended ordinance revisions have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the proposed amendment to the Wichita/Sedgwick County Building and Trade Code.

Attachment: Clean Ordinance and Delineated Ordinance

First Published in The Wichita Eagle on December 24, 2015

CLEAN

ORDINANCE NO.50-137

AN ORDINANCE AMENDING SECTIONS 2.4.590 AND 2.4.600, AND ALSO DELETING SECTIONS 2.4.630, 2.4.640, 2.4.650, 2.4.660, 2.4.670, 2.4.680, 2.4.690, 2.4.700, 2.4.710, 2.4.720, 2.4.730, 2.4.660, 2.4.740, 2.4.750, 2.4.760, 2.4.770, 2.4.780, 2.4.790, 2.4.800, 2.4.810, 2.4.820, 2.4.830, 2.4.840, 2.4.850, 2.4.860, 2.4.880, 2.4.890, AND 2.4.900 OF THE WICHITA/SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1.

SECTION 2.4.590 - Part V - Mechanical Chapters Adopted is hereby amended to read as follows:

“Mechanical Chapters. Article 5, Section 4 of the Unified Building and Trade Code shall govern all residential mechanical matters that apply to Article 2, Section 4 of the UBTC.”

SECTION 2.

SECTION 2.4.600 - Part VI - Fuel Gas is hereby amended to read as follows:

“Fuel Gas. Article 5, Section 4 of the Unified Building and Trade Code shall govern all Fuel Gas matters that apply to Article 2, Section 4 of the UBTC.”

SECTION 3.

SECTION 2.4.630 – M1305.1.4.1 is hereby deleted.

SECTION 4.

SECTION 2.4.640. – Appliance Clearance is hereby deleted.

SECTION 5.

SECTION 2.4.650. – Vented Floor Furnaces is hereby deleted.

SECTION 6.

SECTION 2.4.660 - Part VI – Vented Wall Furnaces is hereby deleted.

SECTION 7.

SECTION 2.4.670 – M1411.3.1 is hereby deleted.

SECTION 8.

SECTION 2.4.680 – M1411.4 is hereby deleted.

SECTION 9.

SECTION 2.4.690. Outdoor Discharge is hereby deleted.

SECTION 10.

SECTION 2.4.700. Vertical Clearance is hereby deleted.

SECTION 11.

SECTION 2.4.710. Outdoor Discharge is hereby deleted.

SECTION 12.

SECTION 2.4.720. Recirculation of Air is hereby deleted.

SECTION 13.

SECTION 2.4.730. Ventilation Rate is hereby deleted.

SECTION 14.

SECTION 2.4.660. Duct Insulation Materials is hereby deleted.

SECTION 15.

SECTION 2.4.740. Joints and Seams is hereby deleted.

SECTION 16.

SECTION 2.4.750. Return Air is hereby deleted.

SECTION 17.

SECTION 2.4.760. Combustion Air is hereby deleted.

SECTION 18.

SECTION 2.4.770. Water Heaters used for Space Heating is hereby deleted.

SECTION 19.

SECTION 2.4.780. Water Heaters is hereby deleted.

SECTION 20.

SECTION 2.4.790. Fuel Gas (Application) is hereby deleted.

SECTION 21.

SECTION 2.4.800. Section G2404.10 (307.5) is hereby deleted.

SECTION 22.

SECTION 2.4.810. Appliance Location is hereby deleted.

SECTION 23.

SECTION 2.4.820. Clearances from Grade is hereby deleted.

SECTION 24.

SECTION 2.4.830. Section G2410 (309) is hereby deleted.

SECTION 25.

SECTION 2.4.840. Section G2410 (309.2) is hereby deleted.

SECTION 26.

SECTION 2.4.850. Section G2411 (310) is hereby deleted.

SECTION 27.

SECTION 2.4.860. Sections of Chapter 24 (regulating gas piping) is hereby deleted.

SECTION 28.

SECTION 2.4.880. - Venting is hereby deleted.

SECTION 29.

SECTION 2.4.890. – Floor Furnaces is hereby deleted.

SECTION 30.

SECTION 2.4.900. Section G2448 (624) is hereby deleted.

SECTION 31. The originals of Sections 2.4.590, 2.4.600, 2.4.630, 2.4.640, 2.4.650, 2.4.660, 2.4.670, 2.4.680, 2.4.690, 2.4.700, 2.4.710, 2.4.720, 2.4.730, 2.4.740, 2.4.750, 2.4.760, 2.4.770, 2.4.780, 2.4.790, 2.4.800, 2.4.810, 2.4.820, 2.4.830, 2.4.840, 2.4.850, 2.4.860, 2.4.880, 2.4.890, and 2.4.900; are hereby repealed.

SECTION 32.

This ordinance shall be included in the Wichita/Sedgwick County Unified Building and Trade Code, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 22nd day of December, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña, City Attorney and
Director of Law

First Published in The Wichita Eagle on _____

DELINEATED

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 2.4.590 AND 2.4.600, AND ALSO DELETING SECTIONS 2.4.630, 2.4.640, 2.4.650, 2.4.660, 2.4.670, 2.4.680, 2.4.690, 2.4.700, 2.4.710, 2.4.720, 2.4.730, 2.4.660, 2.4.740, 2.4.750, 2.4.760, 2.4.770, 2.4.780, 2.4.790, 2.4.800, 2.4.810, 2.4.820, 2.4.830, 2.4.840, 2.4.850, 2.4.860, 2.4.880, 2.4.890, AND 2.4.900 OF THE WICHITA/SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1.

SECTION 2.4.590 - Part V - Mechanical Chapters Adopted is hereby amended to read as follows:

~~Mechanical chapters 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, and 24 of the International~~

~~Residential Code are hereby adopted by this Code. “~~**Mechanical Chapters.** ~~Article 5, Section 4 of the Unified Building and Trade Code shall govern all residential mechanical matters that apply to Article 2, Section 4 of the UBTC.”~~

SECTION 2.

SECTION 2.4.600 - Part VI - Fuel Gas is hereby amended to read as follows:

~~Part VI, Fuel Gas, of the International Residential Code is hereby adopted.~~

“Fuel Gas. Article 5, Section 4 of the Unified Building and Trade Code shall govern all Fuel Gas matters that apply to Article 2, Section 4 of the UBTC.”

SECTION 3.

SECTION 2.4.630 – M1305.1.4.1 is hereby deleted:

~~“M1305.1.4.1 Ground Clearance. Equipment and appliances installed at grade level shall be supported on a level concrete slab or other approved material extending above adjoining grade or shall be suspended a minimum of 6 inches (152 mm) above adjoining grade. Supports for heat pumps shall be at least 3 inches and conform to the manufacturer's specifications.”~~

SECTION 4.

SECTION 2.4.640. – Appliance Clearance is hereby deleted.

~~“M1306.1 Appliance clearance. Appliances shall be installed with the clearances from unprotected combustible materials as indicated on the appliance label and in the manufacturer's installation instructions. Standard Installation Clearances for Unlisted Heat Producing Appliances shall be in accordance with Table 3-1 as follows:~~

~~Table 3-1 shall be created as follows:~~

~~**TABLE 3-1 – Standard Installation Clearances in Inches for Unlisted Heat Producing Appliances**~~

~~See Section 304.0.~~

$\text{In} \times 25.4 = \text{mm}$

RESIDENTIAL TYPE APPLIANCES		APPLIANCE				
	FUEL	ABOVE TOP OF CASING	FROM TOP AND SIDES OF WARM-	FROM FRONT	FROM BACK	FROM SIDES

		OR APPLIANCE	AIR BONNET OR PLENUM			
BOILERS AND WATER HEATERS¹¹						
Steam Boilers— 15psi (103.4 kPa)	Automatic oil or comb. gas- oil	6		24	6	6
Water Boilers— 250°F (121°C)	Automatic Gas	6		18	6	6
Water Heaters— 200°F (93°C) All water-walled or jacketed	Solid	6		24	6	6
FURNACES—CENTRAL OR HEATERS¹¹						
Electric Central Warm-Air Furnaces	Automatic oil or comb. gas- oil	6 ²	6 ²	24	6	6
Gravity, Upflow, Downflow, Horizontal and Duct Warm Air— 250°F (121°C) max.	Automatic gas	6 ²	6 ²	18	6	6
	Solid	18 ²	18 ²	48	18	18
	Electric	6 ²	6 ²	18	6	6
FURNACES—FLOOR						
For Mounting in Combustible Floors	Automatic oil or comb. gas- oil	36		12	12	12
	Automatic gas	36		12	12	12
HEAT EXCHANGERS						
Steam—15-psi (103.4 kPa) max. Hot Water—250° (121°C) max.	1	1	1	1	1	1
ROOM HEATERS⁴						
Circulating Type, Radiant	Oil or Solid	36		24	12	12
	Gas	36		24	12	12
	Oil or Solid	36		36	36	36
	Gas	36		36	18	18

or Other Type	Gas with double metal or ceramic back	36		36	12	18
Fireplace Stove	Solid	48 ⁵		54	48 ⁵	48 ⁵
RADIATORS						
Steam or Hot Water ⁶		36		6	6	6
RANGES—COOKING STOVES					Firing Side	Opp. Side
	Oil	30 ⁷		9	24	18
	Gas	30 ⁷		6	6	6
	Solid Clay Lined	30 ⁷		24	24	18
	Firepot	30 ⁷		36	36	18
	Electric	30 ⁷		6	6	6
INCINERATORS						
Domestic Types		36 ⁸		48	36	36
COMMERCIAL INDUSTRIAL-TYPE APPLIANCES—ANY AND ALL PHYSICAL SIZES EXCEPT AS NOTED¹¹		APPLIANCE				
	FUEL	ABOVE TOP OF CASING OR APPLIANCE	FROM TOP AND SIDES OF WARM-AIR BONNET OR PLENUM	FROM FRONT	FROM BACK ⁹	FROM SIDES ⁹
BOILERS AND WATER HEATERS						
100 cu. ft. (2.832 m ³) or less	All fuels	18		48	18	18
Steam, any pressure of 50 psi (345 kPa) or less Any size	All fuels	18		48	18	18
UNIT HEATERS						
Floor Mounted or Suspended—any size	Steam or hot water	1			1	1
	Oil or comb. gas-oil	6		24	18	18
Suspended—100 cu. ft. (2.832 m ³) or less	Gas	6		18	18	18

Suspended—100 cu. ft. (2.832 m ³)	All fuels	18		48	18	18
Floor Mounted—any size	All fuels	18		48	18	18
RANGES—RESTAURANT—TYPE						
Floor Mounted	All fuels	18		48	18	18
OTHER LOW HEAT INDUSTRIAL APPLIANCES						
Floor Mounted or Suspended	All fuels	18	18	48	18	18
Boilers and Water Heaters						
Over 50 psi (345 KPa)	All fuels	48		96	36	36
Over 100 cu. ft. (2832 m ³)						
OTHER MEDIUM HEAT INDUSTRIAL APPLIANCES						
All sizes	All fuels	48	36	96	36	36
INCINERATORS						
All sizes		48		96	36	36
HIGH HEAT INDUSTRIAL APPLIANCES						
All sizes	All fuels	180		360	120	120

Footnotes for Table 3-1

- 1.—The minimum dimension shall be that necessary for servicing the appliance, including access for cleaning and normal care, tube removal, etc.
- 2.—For a listed oil, combination gas-oil, gas, or electric furnace, this dimension may be two (2) inches (51 mm) if the furnace limit control cannot be set higher than 250°F (121°C), or this dimension may be one (1) inch (25.4 mm) if the limit control cannot be set higher than 200°F (93°C), or the appliance shall be marked to indicate that the outlet air temperature cannot exceed 200°F (93°C).
- 3.—The dimension may be six (6) inches (152 mm) for an automatically stoker fired forced-

~~warm air furnace equipped with 250°F (121°C) limit control and with barometric draft control operated by draft intensity and permanently set to limit draft to a maximum intensity of 0.13 inch (3.3mm) water gauge.~~

~~4.—Unlisted appliances shall be installed on noncombustible floors and may be installed on protected combustible floors. Heating appliances approved for installation on protected combustible flooring shall be so constructed that flame and hot gases do not come in contact with the appliance base. Protection for combustible floors shall consist of four (4) inch (102 mm) hollow masonry covered with sheet metal at least 0.021 inch (0.53 mm) thick (No. 24 manufacturer's standard gauge). Masonry shall be permanently fastened in place in an approved manner with the ends unsealed and joints matched so as to provide free circulation of air through the masonry. Floor protection shall extend twelve (12) inches (305 mm) at the sides and rear of the appliance, except that at least eighteen (18) inches (457 mm) shall be required on the appliance opening side or sides measured horizontally from the edges of the opening.~~

~~5.—The forty eight (48) inch (1219 mm) clearance may be reduced to 36 inches (914 mm) when protection equivalent to that provided by (a) —(g) of Table 3-2 is applied to the combustible construction.~~

~~6.—Steam pipes and hot water heating pipes shall be installed with a clearance of at least one (1) inch (25 mm) to all combustible construction or material, except that at the points where pipes carrying steam at not over fifteen (15) pounds gauge pressure (103.4 kPa) or hot water that emerge from a floor, wall, or ceiling, the clearance at the opening through the finish floorboards or wall ceiling boards may be reduced to not less than one half (1/2) inch (12.7~~

~~mm). Each such opening shall be covered with a plate of noncombustible material. Such pipes passing through stock shelving shall be covered with not less than one (1) inch (25.4 mm) of approved insulation. Wood boxes or casing enclosing uninsulated steam or hot water heating pipes or wooden covers to recesses in walls in which such uninsulated pipes are placed shall be lined with metal or insulating millboard. Where the temperature of the boiler piping does not exceed 160°F (71°C), the provisions of this table shall not apply. Coverings or insulation used on steam or hot water pipes shall be of material suitable for the operating temperature of the system. The insulation or jackets shall be of noncombustible materials, or the insulation or jackets and lap seal adhesives shall be tested as a composite product. Such composite product shall have a flame-spread rating of not more than twenty-five (25) and a smoke-developed rating not to exceed fifty (50) when tested in accordance with UBC Standard No. 42-1.~~

~~7.—To combustible material or metal cabinets. If the underside of such combustible material or metal cabinet is protected with insulating millboard at least one-quarter (1/4) inch (6.4 mm) thick covered with sheet metal of not less than 0.013 inch (0.33 mm) (No. 28 gauge), the distance may be reduced to twenty-four (24) inches (610 mm).~~

~~8.—Clearance above charging door shall be at least forty-eight (48) inches (1.219 mm).~~

~~9.—If the appliance is encased in brick, the eighteen (18) inch (457 mm) clearance above and at the sides and rear may be reduced to twelve (12) inches (305 mm).~~

~~10.—If the appliance is encased in brick, the clearance above may be reduced to thirty-six (36) inches (914 mm) and at the sides and rear may be reduced to eighteen (18) inches (457 mm).~~

~~11. A central heating boiler or furnace shall be installed in accordance with the manufacturer's instructions and shall be installed on a floor of noncombustible construction with noncombustible flooring and surface finish and with no combustible material against the underside thereof, or on fire resistive slabs or arches having no combustible material against the underside thereof.~~

~~Exception No. 1: Appliances listed for installation on a combustible floor.~~

~~Exception No. 2: Installation on a floor protected in an approved manner. [NFPA 54:9.3.3]"~~

SECTION 5.

SECTION 2.4.650. – Vented Floor Furnaces is hereby deleted.

“Section M 1408.3 of the International Residential Code is amended to read as follows:

~~*Vented Floor Furnaces.* Location of floor furnaces shall conform to the following requirements:~~

- ~~1. Floor registers of floor furnaces shall be installed not less than 6 inches (152 mm) from a wall.~~
- ~~2. Wall registers of floor furnaces shall be installed not less than 6 inches (152 mm) from the adjoining wall at inside corners.~~
- ~~3. The furnace register shall be located not less than 12 inches (305 mm) from doors in any position, draperies or similar combustible objects.~~
- ~~4. The furnace register shall be located at least 5 feet (1524 mm) below any projecting~~

~~combustible materials.~~

~~5.—The floor furnace burner assembly shall not project into an occupied under floor area.~~

~~6.—The floor furnace shall not be installed in concrete floor construction built on grade.~~

~~7.—The floor furnace shall not be installed where a door can swing within 12 inches (305 mm) of the grille opening.~~

~~8.—Replacement of floor furnace. Replacement of floor furnaces with the same or lesser B.T.U. rating may be installed in the same location with prior approval by the building official.”~~

SECTION 6.

SECTION 2.4.660 - Part VI – Vented Wall Furnaces is hereby deleted.

"Section M-1409.3 of the International Residential Code is amended to read as follows:

Installation. ~~Vented wall furnace installations shall conform to the following requirements:~~

~~1.—Required wall thicknesses shall be in accordance with the manufacturer's installation instructions.~~

~~2.—Ducts shall not be attached to a wall furnace. Casing extensions or boots shall be installed only when listed as part of a listed and labeled appliance.~~

~~3.—A manual shut off valve shall be installed ahead of all controls.~~

~~4.—The wall cavity directly above the wall furnace shall be ventilated by a 26 gage (0.016 inch) (0.4 mm) metal thimble into attic; or, an eight (8) inch (203 mm) by fourteen (14) (356 mm) inch metal grill a minimum of twelve (12) inches (305 mm) below the ceiling.”~~

SECTION 7.

SECTION 2.4.670 – M1411.3.1 is hereby deleted.

~~“M1411.3.1 Auxiliary and secondary drain systems. In addition to the requirements of Section M1411.3, a secondary drain or auxiliary drain pan shall be required for each cooling or evaporator coil when located above finished ceilings or furred spaces. Such piping shall maintain a minimum horizontal slope in the direction of discharge of not less than 1/8 vertical in 12 units horizontal (1-percent slope). Drain piping shall be a minimum of 3/4 inch (19 mm) nominal pipe size. One of the following methods shall be used:~~

- ~~1. An auxiliary drain pan with a separate drain shall be installed under the coils on which condensation will occur. The auxiliary pan drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The pan shall have a minimum depth of 1.5 inches (38 mm), shall not be less than 3 inches (76 mm) larger than the unit or the coil dimensions in width and length and shall be constructed of corrosion-resistant material. Metallic pans shall have a minimum thickness of not less than 0.0276 inch (0.7 mm) galvanized sheet metal. Nonmetallic pans shall have a minimum thickness of not less than 0.0625 inch (1.6 mm).~~
- ~~2. A separate overflow drain line shall be connected to the drain pan provided with the equipment. This overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The overflow drain line shall connect to the drain pan at a higher level than the primary drain connection.~~
- ~~3. An auxiliary drain pan without a separate drain line shall be installed under the coils on which condensate will occur. This pan shall be equipped with a water level~~

~~detection device conforming to UL 508 that will shut off the equipment served prior to overflow of the pan. The auxiliary drain pan shall be constructed in accordance with Item 1 of this section.~~

~~4. A water level detection device conforming to UL 508 shall be provided that will shut off the equipment served in the event that the primary drain is blocked. The device shall be installed in the primary drain line, the overflow drain line or the equipment-supplied drain pan, located at a point higher than the primary drain line connection and below the overflow rim of such pan.”~~

SECTION 8.

SECTION 2.4.680 – M1411.4 is hereby deleted.

~~“M1411.4 Auxiliary drain pan. Category IV condensing appliances shall have an auxiliary drain pan when located above finished ceilings or furred spaces. These pans shall be installed in accordance with the applicable provisions of Section M1411.3.1.~~

~~**Exception:** Fuel-fired appliances that automatically shut down operation in the event of a stoppage in the condensate drainage system.”~~

SECTION 9.

SECTION 2.4.690. Outdoor Discharge is hereby deleted.

~~“Section M-1501.1 of the International Residential Code shall be deleted.”~~

SECTION 10.

SECTION 2.4.700. Vertical Clearance is hereby deleted.

~~“Domestic cooking appliances either built in or freestanding shall have a vertical clearance above the cooking top of not less than thirty (30) inches (760 mm) to combustible material or metal~~

cabinets. A minimum clearance of twenty-four (24) inches (610 mm) is permitted when one of the following is installed:

1. ~~The underside of the combustible material or metal cabinet above the cooking top is protected with not less than 1/4 inch (6.4 mm) insulating millboard covered with sheet metal not less than 0.0122 inch (0.3 mm) thick.~~
2. ~~A metal ventilating hood of sheet metal not less than 0.0122 inch (0.3 mm) thick is installed above the cooking top with a clearance of not less than 1/4 inch (6.4 mm) between the hood and the underside of the combustible material or metal cabinet, and the hood is at least as wide as the appliance and is centered over the appliance.~~
3. ~~A listed cooking appliance or microwave oven is installed over a listed cooking appliance and will conform to the terms of the upper appliance's listing and the manufacturers' instructions."~~

SECTION 11.

SECTION 2.4.710. Outdoor Discharge is hereby deleted.

~~"M 1505.1 General. Domestic open top broiler units shall be provided with a metal exhaust hood, not less than 28 gage, with 1/4 inch (6 mm) between the hood and the underside of combustible material or cabinets. A clearance of at least thirty (30) inches (760 mm) shall be maintained between the cooking surface and the combustible material or cabinet. The hood shall be at least as wide as the broiler unit and shall extend over the entire unit. Such exhaust hood shall discharge to the outdoors and shall be equipped with a backdraft damper or other means to control infiltration/exfiltration when not in operation. Broiler units incorporating an integral exhaust system, and listed and labeled for use without an exhaust hood, need not be provided with an~~

exhaust hood.”

SECTION 12.

SECTION 2.4.720. Recirculation of Air is hereby deleted.

~~“M1506.2 Recirculation of air. Exhaust air from bathrooms and toilet rooms shall not be recirculated within a residence or to another dwelling unit and shall be exhausted directly to the outdoors. Exhaust air from bathrooms and toilet rooms may discharge into an attic when the following are met:~~

- ~~1. The duct(s) conveying exhaust into the attic shall terminate a minimum of 36 inches above the top of the ceiling framing members, and shall not discharge upon any building element.~~
- ~~2. Attics into which bath and/or toilet room exhausts are discharged must be properly ventilated, in accordance with Section R806, and shall not discharge into an unvented attic assembly.~~
- ~~3. The exhaust duct(s) shall terminate above the top of the attic insulation with a "goose neck" installed to prevent infiltration of insulating material into the duct.~~

~~Exhaust duct(s) run above the insulation inside of attics, with a developed length greater than 5 feet, shall be insulated.”~~

SECTION 13.

SECTION 2.4.730. Ventilation Rate is hereby deleted.

~~“Table M 1507.3 of the International Residential Code is amended to read as follows:~~

TABLE M1507.3

MINIMUM REQUIRED EXHAUST RATES FOR ONE AND TWO FAMILY DWELLINGS

Area to be ventilated	Ventilation rates
Kitchens	100 cfm intermittent or 25 cfm continuous
Bathrooms—Toilet rooms	Mechanical exhaust capacity of 50 cfm intermittent or 20 cfm continuous

For SI: 1 cubic foot per minute = 0.0004719 m³/s.”

SECTION 14.

SECTION 2.4.660. Duct Insulation Materials is hereby deleted.

“Section M 1601.2.1 of the International Residential Code is amended to read as follows:

Duct insulation materials. Duct insulation materials shall conform to the following requirements:

1. Duct coverings and linings, including adhesives where used, shall have a flame spread index not higher than 25, and a smoke developed index not over 50 when tested in accordance with ASTM E 84, using the specimen preparation and mounting procedures of ASTM E 2231.
2. Duct coverings and linings shall not flame, glow, smolder or smoke when tested in accordance with ASTM C 411 at the temperature to which they are exposed in service. The test temperature shall not fall below 250°F (121°C).
3. External duct insulation and factory insulated flexible ducts shall be legibly printed or identified at intervals not longer than 36 inches (914 mm) with the name of the manufacturer; the thermal resistance *R*-value at the specified installed thickness; and the flame spread and smoke developed indexes of the composite materials. All duct insulation product *R* values

~~shall be based on insulation only, excluding air films, vapor retarders or other duct components, and shall be based on tested C values at 75°F (24°C) mean temperature at the installed thickness, in accordance with recognized industry procedures. The installed thickness of duct insulation used to determine its R value shall be determined as follows:~~

~~3.1. For duct board, duct liner and factory-made rigid ducts not normally subjected to compression, the nominal insulation thickness shall be used.~~

~~3.2. For duct wrap, the installed thickness shall be assumed to be 75 percent (25 percent compression) of nominal thickness.~~

~~3.3. For factory-made flexible air ducts, The installed thickness shall be determined by dividing the difference between the actual outside diameter and nominal inside diameter by two.~~

~~3.4. Duct insulation shall conform to the requirements of the Table of R-Values of Duct Insulation.~~

~~R-Values of Duct Insulation~~

Location of Duct*	R-Value
Inside of conditioned space	None
Inside of building envelope but outside of conditioned space	R-4.2
Outside of building envelope	R-6

~~* In addition, insulation shall be applied to all ductwork located in an environment that may result~~

~~in the formation of condensation when operating within the normal design limits of the system, including exhaust and outside air intake ductwork.”~~

SECTION 15.

SECTION 2.4.740. Joints and Seams is hereby deleted.

~~“Section M 1601.3.1 of the International Residential Code is amended to read as follows:~~

~~*Joints and seams.* All joints and seams of that portion of supply and/or return ductwork installed outside of the conditioned envelope shall be made substantially airtight by means of tapes, mastics, gasketing and other approved closure systems, commercially available and specially designed for sealing. "Duct Tape" shall not be an acceptable method. Closure systems used with rigid fibrous glass ducts shall comply with UL 181A and shall be marked "181A-P" for pressure sensitive tape, "181 A-M" for mastic or "181 A-H" for heat sensitive tape. Closure systems used with flexible air ducts and flexible air connectors shall comply with UL 181B and shall be marked "181B-FX" for pressure sensitive tape or "181B-M" for mastic. Duct connections to flanges of air distribution system equipment or sheet metal fittings shall be mechanically fastened. Mechanical fasteners for use with flexible nonmetallic air ducts shall comply with UL 181B and shall be marked 181B-C. Crimp joints for round metal ducts shall have a contact lap of at least 1½ inches (38 mm) and shall be mechanically fastened by means of at least three sheet metal screws or rivets equally spaced around the joint.~~

Exception: Low pressure systems.”

SECTION 16.

SECTION 2.4.750. Return Air is hereby deleted.

~~“Section M 1602.1 of the International Residential Code is amended to read as follows:~~

~~*Return air.* Return air shall be taken from inside the dwelling. Dilution of return air with outdoor air shall be permitted. In new dwellings and additions to existing one and two family dwellings where a new separate heating and/or cooling system is being added to serve, but not necessarily limited to only serve the new addition, an outside air duct shall be connected to the main return air duct, prior to the filter, of each heating and/or cooling system for the habitable space served. Duct size shall be based on the square footage of habitable space served as follows:~~

- ~~1.—1500 sq. ft. or less: 4 inch diameter or 12.6 square inches.~~
- ~~2.—1501 sq. ft. to 2000 sq. ft. 5 inch diameter or 19.6 square inches.~~
- ~~3.—2001 sq. ft. and larger 6 inch diameter or 28.3 square inches.~~

~~All areas listed exclude finished basement area. The outside air duct shall be provided with a ¼" wire mesh inlet screen. The outside air duct shall not draw air from contaminated sources.”~~

SECTION 17.

SECTION 2.4.760. Combustion Air is hereby deleted.

~~Section M 1701.4 of the International Residential Code is amended to read as follows:~~

~~*“M1701.4 Prohibited sources.* Combustion air ducts and openings shall not connect appliance enclosures with space in which the operation of a fan may adversely affect the flow~~

~~of combustion air. Combustion air shall not be obtained from an area in which flammable vapors present a hazard. Fuel-fired appliances shall not obtain combustion air from any of the following rooms or spaces:~~

~~1.—Sleeping rooms.~~

~~2.—Bathrooms.~~

~~3.—Toilet rooms.~~

~~**Exception:** The following appliances shall be permitted to obtain combustion air from sleeping rooms, bathrooms and toilet rooms:~~

~~1.—Solid fuel-fired appliances provided that the room is not a confined space and the building is not of unusually tight construction.~~

~~2.—Replacement of fuel-fired appliances installed in toilet rooms if approved by the building official.”~~

SECTION 18.

SECTION 2.4.770. Water Heaters used for Space Heating is hereby deleted.

~~“Water heaters shall be regulated by Article 3 of this Code. Section M2004 of the International Residential Code is deleted in its entirety.”~~

SECTION 19.

SECTION 2.4.780. Water Heaters is hereby deleted.

~~“Water heaters shall be regulated by Article 3 of this Code. Section M2005 of the International Residential Code is deleted in its entirety.”~~

SECTION 20.

SECTION 2.4.790. Fuel Gas (Application) is hereby deleted.

~~“Section G2401.1 (101.2) of the International Residential Code is amended to read as follows:~~

~~*G2401.1 (101.2) Application.* This chapter covers fuel gas utilization appliances and related accessories, venting systems and combustion air configurations most commonly encountered in the construction of one and two family dwellings and structures regulated by this Code. Requirements for gas appliances and related accessories shall include installation, combustion and ventilation air and venting. Fuel gas piping, systems, and connections for buildings governed by the International Residential Code, shall be regulated by Article 3 of this Code. The omission from this chapter of any material or method of installation provided for in the International Fuel Gas Code shall not be construed as prohibiting the use of such material or method of installation. Fuel gas piping systems, fuel gas appliances and related accessories, venting systems and combustion air configurations not specifically covered in these chapters shall comply with the applicable provisions of the International Fuel Gas Code. Gaseous hydrogen systems shall be regulated by Chapter 7 of the International Fuel Gas Code.~~

~~This chapter shall not apply to the following:~~

- ~~1.—Liquefied natural gas (LNG) installations.~~

2. ~~Temporary LP gas piping for buildings under construction or renovation that is not to become part of the permanent piping system.~~
3. ~~Except as provided in Section G2412.1.1, gas piping, meters, gas pressure regulators, and other appurtenances used by the serving gas supplier in the distribution of gas, other than undiluted LP gas.~~
4. ~~Portable LP gas equipment of all types that is not connected to a fixed fuel piping system.~~
5. ~~Portable fuel cell appliances that are neither connected to a fixed piping system nor interconnected to a power grid.~~
6. ~~Installation of hydrogen gas, LP gas and compressed natural gas (CNG) systems on vehicles.”~~

SECTION 21.

SECTION 2.4.800. Section G2404.10 (307.5) is hereby deleted.

“Section G2404.10 (307.5) of the International Residential Code is amended to read as follows:

~~G2404.10 (307.5) Auxiliary drain pan. Category IV condensing appliances shall have an auxiliary drain pan when located above finished ceilings or furred spaces. These pans shall be installed in accordance with the applicable provisions of Section M1411.3.1 as amended in Section 2.4.590 of this Code.~~

Exception: ~~An auxiliary drain pan shall not be required for appliances that automatically shut down operation in the event of a stoppage in the condensate drainage system.”~~

SECTION 22.

SECTION 2.4.810. Appliance Location is hereby deleted.

~~“Section G 2406.2 (303.3) of the International Residential Code is amended to read as follows:~~

~~*G2406.2 (303.3) Prohibited locations.* Appliances shall not be located in or obtain combustion air from sleeping rooms, bathrooms, toilet rooms, storage closets or surgical rooms, or in a space that opens into such rooms or spaces, except where the installation complies with one of the following:~~

- ~~1.— The appliance is a direct vent appliance installed in accordance with the conditions of the listing and the manufacturer's instructions.~~
- ~~2.— Vented room heaters, wall furnaces, vented decorative appliances, vented gas fireplaces, vented gas fireplace heaters and decorative appliances for installation in vented solid fuel burning fireplaces are installed in rooms that meet the required volume criteria of Section G2407.5.~~
- ~~3.— A single wall mounted unvented room heater is installed in a bathroom and such unvented room heater is equipped as specified in Section G2445.6 and has an input rating not greater than 6,000 Btu/h (1.76 kW). The bathroom shall meet the required volume criteria of Section G2407.5.~~
- ~~4.— A single wall mounted unvented room heater is installed in a bedroom and such unvented room heater is equipped as specified in Section G2445.6 and has an input rating not greater than 10,000 Btu/h (2.93 kW). The bedroom shall meet the required volume criteria of Section G2407.5.~~

~~5.—The appliance is installed in a room or space that opens only into a bedroom or bathroom, and such room or space is used for no other purpose and is provided with a solid weather-stripped door equipped with an approved self-closing device. All combustion air shall be taken directly from the outdoors in accordance with Section G2407.6 or other approved areas.”~~

~~6.—Replacement of fuel fired appliances installed in toilet rooms if approved by the building official.”~~

SECTION 23.

SECTION 2.4.820. Clearances from Grade is hereby deleted.

~~“Section G2408.4 (305.7) of the International Residential Code is amended to read as follows:~~

~~*G2408.4 (305.7) Clearances from grade.* The placement of appliances in relation to ground level shall be governed by Section 2.4.550 of this Code.”~~

SECTION 24.

SECTION 2.4.830. Section G2410 (309) is hereby deleted.

~~“Section G2410 (309) of the International Residential Code is amended to read as follows:~~

~~Section G2410 (309) Electrical shall be regulated by Article 4 of this Code.”~~

SECTION 25.

SECTION 2.4.840. Section G2410 (309.2) is hereby deleted.

~~“Section G2410.2 (309.2) of the International Residential Code is amended to read as follows:~~

~~*G2410.2 (309.2) Connections.* Electrical connections between gas appliances and the building wiring, including the grounding of the appliances, shall conform to Article 4 of this~~

Code.”

SECTION 26.

SECTION 2.4.850. Section G2411 (310) is hereby deleted.

~~“Section G2411 (310) of the International Residential Code is amended to read as follows:~~

~~Section G2411 (310) Electrical bonding shall be regulated by Article 4 of this Code.”~~

SECTION 27.

SECTION 2.4.860. Sections of Chapter 24 (regulating gas piping) is hereby deleted.

~~“The following sections of Chapter 24 shall each be amended to read as follows:~~

~~Sections G2412 (401), G2413 (402), G2414 (403), G2415 (404), G2416 (405), G2417 (406),
G2418 (407), G2419 (408), G2420 (409), G2421 (410), G2422 (411), G2423 (413) and
G2424 (415) of the International Residential Code shall be regulated under Article 3 of this
Code.”~~

SECTION 28.

SECTION 2.4.880. - Venting is hereby deleted.

~~“Section G 2436.2 (608.2) of the International Residential Code is amended to read as follows:~~

~~G2436.2 (608.2) Venting. Vented wall furnaces shall be vented in accordance with Section
G2427. The wall cavity directly above the wall furnace shall be ventilated by a 26 gage (0.016
inch) (0.4 mm) metal thimble into attic; or, an eight (8) (203 mm) inch by fourteen (14) (356
mm) inch metal grill a minimum of twelve (12) (305 mm) inches below the ceiling.”~~

SECTION 29.

SECTION 2.4.890. – Floor Furnaces is hereby deleted.

~~“Section G 2437.1 (609.1) of the International Residential Code is amended to read as follows:~~

~~*General.* Floor furnaces shall be tested in accordance with ANSI Z21.86/CSA 2.32 and shall be installed in accordance with the manufacturer's installation instructions. Replacement of floor furnaces with the same or lesser B.T.U. rating may be installed in the same location with prior approval by the building official.”~~

SECTION 30.

SECTION 2.4.900. Section G2448 (624) is hereby deleted.

~~“Section G2448 (624) of the International Residential Code is amended to read as follows:~~

~~Section G2448 (624) Water Heaters of the International Residential Code is deleted and water heaters shall be regulated under Article 3 of this Code.”~~

SECTION 31. The originals of Sections 2.4.590, 2.4.600, 2.4.630, 2.4.640, 2.4.650, 2.4.660, 2.4.670, 2.4.680, 2.4.690, 2.4.700, 2.4.710, 2.4.720, 2.4.730, 2.4.660, 2.4.740, 2.4.750, 2.4.760, 2.4.770, 2.4.780, 2.4.790, 2.4.800, 2.4.810, 2.4.820, 2.4.830, 2.4.840, 2.4.850, 2.4.860, 2.4.880, 2.4.890, and 2.4.900; are hereby repealed.

SECTION 32.

This ordinance shall be included in the Wichita/Sedgwick County Unified Building and Trade Code, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and
Director of Law

First Published in The Wichita Eagle on December 24, 2015

CLEAN

ORDINANCE NO.50-138

AN ORDINANCE AMENDING SECTIONS 3.1.300, 5.1.020, AND 5.1.330, AND CREATING SECTIONS 5.4.010, 5.4.020, 5.4.030, 5.4.040, 5.4.050, 5.4.060, 5.4.070, 5.4.080, 5.4.090, 5.4.100, 5.4.110, 5.4.130, 5.4.140, 5.4.150, 5.4.160, 5.4.170, 5.4.180, 5.4.190, 5.4.200, OF THE WICHITA/SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1.

SECTION 5.1.020 is hereby amended to read as follows:

Section 5.1.020 - Scope.

“Section 101.2 of the International Mechanical Code, as adopted by reference herein, shall be amended to read as follows: This Code shall regulate the design, installation, maintenance, alteration and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes within buildings. This Code shall also regulate those mechanical systems, system components, equipment and appliances specifically addressed herein. The installation of fuel gas equipment, fuel gas fired appliances and gas-fired appliance venting systems shall be regulated by the 2012 International Fuel Gas Code. Exception: Detached one- and two- family dwellings not more than three stories high with separate means of egress and their accessory structures shall comply with Article 5, Section 4 of the UBTC.”

SECTION 2.

SECTION 5.4.010 – Scope is hereby created to read as follows:

“**Section M1201.1. Scope.** The provisions of Chapters 12 through 24 of the 2006 International Residential Code shall regulate the design, installation, maintenance, alteration and inspection of mechanical systems that are permanently installed and used to control environmental conditions within buildings. These Chapters shall also regulate those mechanical systems, system components, equipment and appliances specifically addressed in this Code.”

SECTION 3.

SECTION 5.4.020 – Ground Clearance is hereby created to read as follows:

“**Section M1305.1.4.1. Ground clearance.** Equipment and appliances installed at grade level shall be supported on a level concrete slab or other approved material extending above adjoining grade or shall be suspended a minimum of six (6) inches (152 mm) above adjoining grade. Supports for heat pumps shall be at least three (3) inches and conform to the manufacturer's specifications.”

SECTION 4.

SECTION 5.4.030 – Appliances Clearance is hereby created to read as follows:

“**Section M1306.1. Appliance clearance.** Appliances shall be installed with the clearances from unprotected combustible materials as indicated on the appliance label and in the manufacturer's installation instructions. Standard Installation Clearances for Unlisted Heat-Producing Appliances shall be in accordance with Table 3-1 as follows:

Table 3-1 shall be created as follows:

TABLE 3-1 - Standard Installation Clearances in Inches for Unlisted Heat-Producing Appliances

See Section 304.0.

In × 25.4 = mm

RESIDENTIAL-TYPE APPLIANCES		APPLIANCE				
	FUEL	ABOVE TOP OF CASING OR APPLIANCE	FROM TOP AND SIDES OF WARM-AIR BONNET OR PLENUM	FROM FRONT	FROM BACK	FROM SIDES
BOILERS AND WATER HEATERS¹¹						
Steam Boilers – 15psi (103.4 kPa)	Automatic oil or comb. gas-oil	6		24	6	6
Water Boilers - 250°F (121°C)	Automatic Gas	6		18	6	6
Water Heaters - 200°F (93°C) All water walled or jacketed	Solid	6		24	6	6
FURNACES – CENTRAL OR HEATERS¹¹						
Electric Central Warm-Air Furnaces Gravity, Upflow, Downflow, Horizontal and Duct Warm Air - 250°F (121°C) max.	Automatic oil or comb. gas-oil	6 ²	6 ²	24	6	6
	Automatic gas	6 ²	6 ²	18	6	6
	Solid	18 ²	18 ²	48	18	18
	Electric	6 ²	6 ²	18	6	6
FURNACES – FLOOR						
For Mounting in Combustible Floors	Automatic oil or comb. gas-oil	36		12	12	12
	Automatic gas	36		12	12	12
HEAT EXCHANGERS						
Steam-15 psi (103.4 kPa) max. Hot Water - 250° (121°C) max.	1	1	1	1	1	1
ROOM HEATERS⁴						
Circulating Type,	Oil or Solid	36		24	12	12
	Gas	36		24	12	12

Radiant or Other Type	Oil or Solid	36		36	36	36
	Gas	36		36	18	18
	Gas with double metal or ceramic back	36		36	12	18
Fireplace Stove	Solid	48 ⁵		54	48 ⁵	48 ⁵
RADIATORS						
Steam or Hot Water ⁶		36		6	6	6
RANGES -COOKING STOVES					Firing Side	Opp. Side
	Oil	30 ⁷		9	24	18
	Gas	30 ⁷		6	6	6
	Solid Clay- Lined	30 ⁷		24	24	18
	Firepot	30 ⁷		36	36	18
	Electric	30 ⁷		6	6	6
INCINERATORS						
Domestic Types		36 ⁸		48	36	36
COMMERCIAL INDUSTRIAL-TYPE APPLIANCES ANY AND ALL PHYSICAL SIZES EXCEPT AS NOTED¹¹		APPLIANCE				
	FUEL	ABOVE TOP OF CASING OR APPLIAN CE	FROM TOP AND SIDES OF WARM-AIR BONNET OR PLENUM	FROM FRONT	FROM BACK⁹	FROM SIDES⁹
BOILERS AND WATER HEATERS						
100 cu. ft. (2.832 m ³) or less	All fuels	18		48	18	18
Steam, any pressure of 50 psi (345 kPa) or less Any size	All fuels	18		48	18	18
UNIT HEATERS						
Floor Mounted or Suspended – any size	Steam or hot Water	1			1	1

	Oil or comb. gas- oil	6		24	18	18
Suspended – 100 cu. ft. (2.832 m ³) or less	Gas	6		18	18	18
Suspended – 100 cu. ft. (2.832 m ³)	All fuels	18		48	18	18
Floor Mounted – any size	All fuels	18		48	18	18
RANGES – RESTAURANT –TYPE						
Floor Mounted	All fuels	18		48	18	18
OTHER LOW-HEAT INDUSTRIAL APPLIANCES						
Floor Mounted or Suspended	All fuels	18	18	48	18	18
Boilers and Water Heaters						
Over 50 psi (345 KPa)	All fuels	48		96	36	36
Over 100 cu. ft. (2832 m ³)						
OTHER MEDIUM-HEAT INDUSTRIAL APPLIANCES						
All sizes	All fuels	48	36	96	36	36
INCINERATORS						
All sizes		48		96	36	36
HIGH-HEAT INDUSTRIAL APPLIANCES						
All sizes	All fuels	180		360	120	120

Footnotes for Table 3-1

1. The minimum dimension shall be that necessary for servicing the appliance, including access for cleaning and normal care, tube removal, etc.
2. For a listed oil, combination gas-oil, gas, or electric furnace, this dimension may be two (2) inches (51 mm) if the furnace limit control cannot be set higher than 250°F (121°C), or this dimension may be one (1) inch (25.4 mm) if the limit control cannot be set higher than

200°F (93°C), or the appliance shall be marked to indicate that the outlet air temperature cannot exceed 200°F (93°C).

3. The dimension may be six (6) inches (152 mm) for an automatically stoker-fired forced-warm-air furnace equipped with 250°F (121°C) limit control and with barometric draft control operated by draft intensity and permanently set to limit draft to a maximum intensity of 0.13 inch (3.3mm) water gauge.

4. Unlisted appliances shall be installed on noncombustible floors and may be installed on protected combustible floors. Heating appliances approved for installation on protected combustible flooring shall be so constructed that flame and hot gases do not come in contact with the appliance base. Protection for combustible floors shall consist of four (4) inch (102 mm) hollow masonry covered with sheet metal at least 0.021 inch (0.53 mm) thick (No. 24 manufacturer's standard gauge). Masonry shall be permanently fastened in place in an approved manner with the ends unsealed and joints matched so as to provide free circulation of air through the masonry. Floor protection shall extend twelve (12) inches (305 mm) at the sides and rear of the appliance, except that at least eighteen (18) inches (457 mm) shall be required on the appliance-opening side or sides measured horizontally from the edges of the opening.

5. The forty-eight (48) inch (1219 mm) clearance may be reduced to thirty-six (36) inches (915 mm) when protection equivalent to that provided by (a)—(g) of Table 3-2 is applied to the combustible construction.

6. Steam pipes and hot water heating pipes shall be installed with a clearance of at least one (1) inch (25 mm) to all combustible construction or material, except that at the points

where pipes carrying steam at not over fifteen (15) pounds gauge pressure (103.4 kPa) or hot water that emerges from a floor, wall, or ceiling, the clearance at the opening through the finished floorboards or wall-ceiling boards may be reduced to not less than one-half ($\frac{1}{2}$) inch (12.7 mm). Each such opening shall be covered with a plate of noncombustible material. Such pipes passing through stock shelving shall be covered with not less than one (1) inch (25.4 mm) of approved insulation. Wood boxes or casing enclosing uninsulated steam or hot water heating pipes or wooden covers to recesses in walls in which such uninsulated pipes are placed shall be lined with metal or insulating millboard. Where the temperature of the boiler piping does not exceed 160°F (71°C), the provisions of this table shall not apply. Coverings or insulation used on steam or hot water pipes shall be of material suitable for the operating temperature of the system. The insulation or jackets shall be of noncombustible materials, or the insulation or jackets and lap-seal adhesives shall be tested as a composite product. Such composite product shall have a flame-spread rating of not more than twenty-five (25) and a smoke-developed rating not to exceed fifty (50) when tested in accordance with UBC Standard No. 42-1.

7. Thirty (30) inches to combustible material or metal cabinets, or if the underside of such combustible material or metal cabinet is protected with insulating millboard at least one-quarter ($\frac{1}{4}$) inch (6.4 mm) thick covered with sheet metal of not less than 0.013 inch (0.33 mm) (No. 28 gauge), the distance may be reduced to twenty-four (24) inches (610 mm).

8. Clearance above charging door shall be at least forty-eight (48) inches (1.219 m).

9. If the appliance is encased in brick, the eighteen (18) inch (457 mm) clearance above and at the sides and rear may be reduced to twelve (12) inches (305 mm).

10. If the appliance is encased in brick, the clearance above may be reduced to thirty-six (36) inches (914 mm) and at the sides and rear may be reduced to eighteen (18) inches (457 mm).

11. A central heating boiler or furnace shall be installed in accordance with the manufacturer's instructions and shall be installed on a floor of noncombustible construction with noncombustible flooring and surface finish and with no combustible material against the underside thereof, or on fire-resistive slabs or arches having no combustible material against the underside thereof.

Exception No. 1: Appliances listed for installation on a combustible floor.

Exception No. 2: Installation on a floor protected in an approved manner. [NFPA 54:9.3.3]”

SECTION 5.

SECTION 5.4.040 - Location is hereby created to read as follows:

“Section M1408.3 of the International Residential Code is amended to read as follows:

Vented Floor Furnaces. Location of floor furnaces shall conform to the following requirements:

1. Floor registers of floor furnaces shall be installed not less than six (6) inches (152 mm) from a wall.
2. Wall registers of floor furnaces shall be installed not less than six (6) inches (152 mm) from the adjoining wall at inside corners.

3. The furnace register shall be located not less than twelve (12) inches (305 mm) from doors in any position, draperies or similar combustible objects.
4. The furnace register shall be located at least five (5) feet (1524 mm) below any projecting combustible materials.
5. The floor furnace burner assembly shall not project into an occupied under-floor area.
6. The floor furnace shall not be installed in concrete floor construction built on grade.
7. The floor furnace shall not be installed where a door can swing within twelve (12) inches (305 mm) of the grille opening.
8. Replacement of floor furnaces with the same or lesser B.T.U. rating may be installed in the same location with prior approval by the building official.”

SECTION 6.

SECTION 5.4.050 – Installation is hereby created to read as follows:

“Section M1409.3 of the International Residential Code is amended to read as follows:

Installation. Vented wall furnace installations shall conform to the following requirements:

1. Required wall thicknesses shall be in accordance with the manufacturer's installation instructions.
2. Ducts shall not be attached to a wall furnace. Casing extensions or boots shall be installed only when listed as part of a listed and labeled appliance.

3. A manual shut off valve shall be installed ahead of all controls.
4. The wall cavity directly above the wall furnace shall be ventilated by a twenty-six (26) gauge (0.016 inch) (0.4 mm) metal thimble into attic; or, an eight (8) inch (203 mm) by fourteen (14) (356 mm) inch metal grill a minimum of twelve (12) inches (305 mm) below the ceiling.”

SECTION 7.

SECTION 5.4.060 – Auxiliary and Secondary Drain Systems is hereby created to read as follows:

Section M1411.3.1 of the International Residential Code is created to read as follows:

“M1411.3.1. Auxiliary and secondary drain systems. In addition to the requirements of Section M1411.3, a secondary drain or auxiliary drain pan shall be required for each cooling or evaporator coil when located above finished ceilings or furred spaces. Such piping shall maintain a minimum horizontal slope in the direction of discharge of not less than 1/8 vertical in twelve (12) units horizontal (1-percent slope). Drain piping shall be a minimum of 3/4-inch (19 mm) nominal pipe size. One of the following methods shall be used:

1. An auxiliary drain pan with a separate drain shall be installed under the coils on which condensation will occur. The auxiliary pan drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The pan shall have a minimum depth of 1.5 inches (38 mm), shall not be less than three (3) inches (76 mm) larger than the unit or the coil dimensions in width and length and shall be constructed of corrosion-resistant material. Metallic pans shall have a minimum thickness of not less than 0.0276-inch (0.7 mm) galvanized sheet metal. Nonmetallic pans shall have a minimum thickness of not less than 0.0625 inch (1.6 mm).

2. A separate overflow drain line shall be connected to the drain pan provided with the equipment. This overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The overflow drain line shall connect to the drain pan at a higher level than the primary drain connection.
3. An auxiliary drain pan without a separate drain line shall be installed under the coils on which condensate will occur. This pan shall be equipped with a water level detection device conforming to UL 508 that will shut off the equipment served prior to overflow of the pan. The auxiliary drain pan shall be constructed in accordance with Item 1 of this section.
4. A water level detection device conforming to UL 508 shall be provided that will shut off the equipment served in the event that the primary drain is blocked. The device shall be installed in the primary drain line, the overflow drain line or the equipment-supplied drain pan, located at a point higher than the primary drain line connection and below the overflow rim of such pan.”

SECTION 8.

SECTION 5.4.070 – Auxiliary Drain Pan is hereby created to read as follows:

“M1411.4. Auxiliary drain pan. Category IV condensing appliances shall have an auxiliary drain pan when located above finished ceilings or furred spaces. These pans shall be installed in accordance with the applicable provisions of Section M1411.3.1.

Exception: Fuel-fired appliances that automatically shut down operation in the event of a stoppage in the condensate drainage system.”

SECTION 9.

SECTION 5.4.090 – Bathroom Exhaust is hereby created to read as follows:

“Section M1501.1. Outdoor discharge. The air removed by mechanical exhaust systems shall be discharged to the outdoors in accordance with Section M1506.2.

Exceptions:

(1). Whole house ventilation-type attic fans that discharge into the attic space of dwelling units having private attics shall be permitted.

(2). Ventilation air from residential bathrooms or toilet rooms may be exhausted into a properly ventilated attic when all of the following are met:

1. The duct(s) conveying exhaust into the attic shall terminate a minimum of thirty-six (36) inches above the top of the ceiling framing members, and shall not discharge upon any building element.

2. Attics into which bath and/or toilet room exhausts are discharged must be properly ventilated, in accordance with Section R806, and shall not discharge into an unvented attic assembly.

3. The exhaust duct(s) shall terminate above the top of the attic insulation with a "goose-neck" installed to prevent infiltration of insulating material into the duct.

4. Exhaust duct(s) run above the insulation inside of attics, with a developed length greater than five (5) feet, shall be insulated.”

SECTION 10.

SECTION 5.4.100 – Reserved is hereby created to read as follows:

“Reserved.”

SECTION 11.

SECTION 5.4.110 – Reserved is hereby created to read as follows:

“Reserved.”

SECTION 12.

SECTION 5.4.130 – Vertical Clearance is hereby created to read as follows:

“Section M1505.5. Vertical clearance. Domestic cooking appliances either built-in or freestanding shall have a vertical clearance above the cooking top of not less than thirty (30) inches (760 mm) to combustible material or metal cabinets. A minimum clearance of twenty-four (24) inches (610 mm) is permitted when one of the following is installed:

1. The underside of the combustible material or metal cabinet above the cooking top is protected with not less than ¼ inch (6.4 mm) insulating millboard covered with sheet metal not less than 0.0122 inch (0.3 mm) thick.
2. A metal ventilating hood of sheet metal not less than 0.0122 inch (0.3 mm) thick is installed above the cooking top with a clearance of not less than ¼ inch (6.4 mm) between the hood and the underside of the combustible material or metal cabinet, and the hood is at least as wide as the appliance and is centered over the appliance.
3. A listed cooking appliance or microwave oven is installed over a listed cooking appliance and will conform to the terms of the upper appliance's listing and the manufacturers' instructions.”

SECTION 13.

SECTION 5.4.140 – Overhead Exhaust Hoods is hereby created to read as follows:

“Section M1505.1. General. Domestic open-top broiler units shall be provided with a metal exhaust hood, not less than twenty-eight (28) gauge, with ¼ inch (6 mm) between the hood and the underside of combustible material or cabinets. A clearance of at least thirty (30) inches (760 mm) shall be maintained between the cooking surface and the combustible material or cabinet. The hood shall be at least as wide as the broiler unit and shall extend over the entire unit. Such exhaust hood shall discharge to the outdoors and shall be equipped with a backdraft damper or other means to control infiltration/exfiltration when not in operation. Broiler units incorporating an integral exhaust system, and listed and labeled for use without an exhaust hood, need not be provided with an exhaust hood.”

SECTION 14.

SECTION 5.4.150 – Recirculation of Air is hereby created to read as follows:

“Section M1507.2. Recirculation of air. Exhaust air from bathrooms and toilet rooms shall not be recirculated within a residence or to another dwelling unit and shall be exhausted directly to the outdoors. Exhaust air from bathrooms and toilet rooms may discharge into an attic when the following are met:

1. The duct(s) conveying exhaust into the attic shall terminate a minimum of thirty-six (36) inches above the top of the ceiling framing members, and shall not discharge upon any building element.
2. Attics into which bath and/or toilet room exhausts are discharged must be properly ventilated, in accordance with Section R806, and shall not discharge into an unvented attic assembly.
3. The exhaust duct(s) shall terminate above the top of the attic insulation with a

"goose-neck" installed to prevent infiltration of insulating material into the duct.

Exhaust duct(s) run above the insulation inside of attics, with a developed length greater than five (5) feet, shall be insulated.”

SECTION 15.

SECTION 5.4.160 – Table 1601.1.1(2) is hereby created to read as follows:

“**Section M1601.1.1(2). Table 1601.1.1(2).** Gauges for metal ducts and plenums used for heating or cooling shall meet current SMACNA HVAC Duct Construction Standards.”

SECTION 16.

SECTION 5.4.170 – Duct Insulation Materials is hereby created to read as follows:

“**Section M1601.3. Duct insulation materials.** Duct insulation materials shall conform to the following requirements:

1. Duct coverings and linings, including adhesives where used, shall have a flame spread index not higher than twenty-five (25), and a smoke-developed index not over fifty (50) when tested in accordance with ASTM E 84, using the specimen preparation and mounting procedures of ASTM E 2231.
2. Duct coverings and linings shall not flame, glow, smolder or smoke when tested in accordance with ASTM C 411 at the temperature to which they are exposed in service. The test temperature shall not fall below 250°F (121°C).
3. External duct insulation and factory-insulated flexible ducts shall be legibly printed or identified at intervals not longer than thirty-six (36) inches (914 mm) with the name of the manufacturer; the thermal resistance *R*-value at the specified installed thickness; and the flame spread and smoke-developed indexes of the composite materials. All duct insulation

product *R*-values shall be based on insulation only, excluding air films, vapor retarders or other duct components, and shall be based on tested *C*-values at 75°F (24°C) mean temperature at the installed thickness, in accordance with recognized industry procedures. The installed thickness of duct insulation used to determine its *R*-value shall be determined as follows:

3.1. For duct board, duct liner and factory-made rigid ducts not normally subjected to compression, the nominal insulation thickness shall be used.

3.2. For duct wrap, the installed thickness shall be assumed to be seventy-five (75) percent (25-percent compression) of nominal thickness.

3.3. For factory-made flexible air ducts, the installed thickness shall be determined by dividing the difference between the actual outside diameter and nominal inside diameter by two.

3.4. Duct insulation shall conform to the requirements of the Table of *R*-Values of Duct Insulation.

R-Values of Duct Insulation

Location of Duct*	R-Value
Inside of conditioned space	None
Inside of building envelope but outside of conditioned space	R-4.2
Outside of building envelope	R-6

* In addition, insulation shall be applied to all ductwork located in an environment that may result

in the formation of condensation when operating within the normal design limits of the system, including exhaust and outside air intake ductwork.”

SECTION 17.

SECTION 5.4.180 – Joints and Seams is hereby created to read as follows:

“Section M1601.4.1. Joints and seams. All joints and seams of that portion of supply and/or return ductwork installed outside of the conditioned envelope shall be made substantially airtight by means of tapes, mastics, gaskets, and other approved closure systems, commercially available and specially designed for sealing. "Duct Tape" shall not be an acceptable method. Closure systems used with rigid fibrous glass ducts shall comply with UL 181A and shall be marked "181A-P" for pressure-sensitive tape, "181 A-M" for mastic or "181 A-H" for heat-sensitive tape. Closure systems used with flexible air ducts and flexible air connectors shall comply with UL 181B and shall be marked "181B-FX" for pressure-sensitive tape or "181B-M" for mastic. Duct connections to flanges of air distribution system equipment or sheet metal fittings shall be mechanically fastened. Mechanical fasteners for use with flexible nonmetallic air ducts shall comply with UL 181B and shall be marked 181B-C. Crimp joints for round metal ducts shall have a contact lap of at least 1½ inches (38 mm) and shall be mechanically fastened by means of at least three (3) sheet-metal screws or rivets equally spaced around the joint.

Exception: Low pressure systems.”

SECTION 18.

SECTION 5.4.190 – Return Air is hereby created to read as follows:

“Section M1602.1. Return air. Return air shall be taken from inside the dwelling. Dilution of return air with outdoor air shall be permitted. In new dwellings and additions to existing one and two family dwellings where a new separate heating and/or cooling system is being added to serve, but not necessarily limited to only serve the new addition, an outside air duct shall be connected to the main return air duct, prior to the filter, of each heating and/or cooling system for the habitable space served. Duct size shall be based on the square footage of habitable space served as follows:

1. 1500 sq. ft. or less: 4 inch diameter or 12.6 square inches.
2. 1501 sq. ft. to 2000 sq. ft.: 5 inch diameter or 19.6 square inches.
3. 2001 sq. ft. and larger: 6 inch diameter or 28.3 square inches.

All areas listed exclude finished basement area. The outside air duct shall be provided with a ¼ inch wire mesh inlet screen. The outside air duct shall not draw air from contaminated sources.”

SECTION 19.

SECTION 5.4.200 – Prohibited Sources is hereby created to read as follows:

“**Section M1701.5. Prohibited sources.** Combustion air ducts and openings shall not connect appliance enclosures with space in which the operation of a fan may adversely affect the flow of combustion air. Combustion air shall not be obtained from an area in which flammable vapors present a hazard. Fuel-fired appliances shall not obtain combustion air from any of the following rooms or spaces:

1. Sleeping rooms.
2. Bathrooms.
3. Toilet rooms.

Exception: The following appliances shall be permitted to obtain combustion air from sleeping rooms, bathrooms and toilet rooms:

1. Solid fuel-fired appliances provided that the room is not a confined space and the building is not of unusually tight construction.
2. Replacement of fuel-fired appliances installed in toilet rooms if approved by the building official.”

SECTION 20.

SECTION 3.1.300 – Licenses is hereby amended to read as follows:

“**Licenses.** Any person engaging or desiring to engage in the business of plumbing, plumbing repair, drain laying, lawn irrigation, water conditioning, gas fitting or gas fitting repair shall, before obtaining a permit or transacting any business, obtain a license therefore from the Director of the MABCD, which license shall expire on the thirty-first (31st) day of December of each odd-numbered year, such that the maximum term of any such license may be two (2) years.”

SECTION 21.

SECTION 5.1.330 – Licenses is hereby amended to read as follows:

“**Licenses.** Any authorized individual or entity seeking to engage in the business of mechanical heating, air conditioning, or refrigeration shall first designate an individual to be the Qualified Master for the license and then acquire a license from the Office of the MABCD. Each such license shall expire on the thirty-first (31st) day of December of each odd numbered year, such that the maximum term of any such license may be two (2) years.”

SECTION 22.

This ordinance shall be included in the Wichita/Sedgwick County Unified Building and Trade Code, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 22nd day of December, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and
Director of Law

First Published in The Wichita Eagle on _____

DELINEATED

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 3.1.300, 5.1.020, AND 5.1.330, AND CREATING SECTIONS 5.4.010, 5.4.020, 5.4.030, 5.4.040, 5.4.050, 5.4.060, 5.4.070, 5.4.080, 5.4.090, 5.4.100, 5.4.110, 5.4.130, 5.4.140, 5.4.150, 5.4.160, 5.4.170, 5.4.180, 5.4.190, 5.4.200 OF THE WICHITA/SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1.

SECTION 5.1.020 - is hereby amended to read as follows:

Section 5.1.020. - Scope.

“Section 101.2 of the International Mechanical Code, as adopted by reference herein, shall be amended to read as follows: This Code shall regulate the design, installation, maintenance, alteration and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes within buildings. This Code shall also regulate those mechanical systems, system components, equipment and appliances specifically addressed herein. The installation of fuel gas equipment, fuel gas fired appliances and gas-fired appliance venting systems shall be regulated by the 2012 International Fuel Gas Code. Exception: Detached one- and two- family dwellings not more than three stories high with separate means of egress and their accessory structures shall comply with ~~the 2006 International Residential~~

~~Code.~~ Article 5, Section 4 of the UBTC.”

SECTION 2.

SECTION 5.4.010 – Scope is hereby created to read as follows:

“Section M1201.1. Scope. The provisions of Chapters 12 through 24 of the 2006 International Residential Code, shall regulate the design, installation, maintenance, alteration and inspection of mechanical systems that are permanently installed and used to control environmental conditions within buildings. These Chapters shall also regulate those mechanical systems, system components, equipment and appliances specifically addressed in this Code.”

SECTION 3.

SECTION 5.4.020 – Ground Clearance is hereby created to read as follows:

“Section M1305.1.4.1. Ground Clearance. Equipment and appliances installed at grade level shall be supported on a level concrete slab or other approved material extending above adjoining grade or shall be suspended a minimum of six (6) inches (152 mm) above adjoining grade. Supports for heat pumps shall be at least three (3) inches and conform to the manufacturer's specifications.”

SECTION 4.

SECTION 5.4.030 – Appliances Clearance is hereby created to read as follows:

“Section M1306.1. Appliance clearance. Appliances shall be installed with the clearances from unprotected combustible materials as indicated on the appliance label and in the manufacturer's installation instructions. Standard Installation Clearances for Unlisted Heat-Producing Appliances shall be in accordance with Table 3-1 as follows:

Table 3-1 shall be created as follows:

TABLE 3-1 - Standard Installation Clearances in Inches for Unlisted Heat-Producing Appliances

See Section 304.0.

In × 25.4 = mm

<u>RESIDENTIAL-TYPE APPLIANCES</u>		<u>APPLIANCE</u>				
	<u>FUEL</u>	<u>ABOVE TOP OF CASING OR APPLIAN CE</u>	<u>FROM TOP AND SIDES OF WARM-AIR BONNET OR PLENUM</u>	<u>FROM FRONT</u>	<u>FROM BACK</u>	<u>FROM SIDES</u>
<u>BOILERS AND WATER HEATERS¹¹</u>						
<u>Steam Boilers – 15psi (103.4 kPa)</u>	<u>Automatic oil or comb. gas-oil</u>	<u>6</u>		<u>24</u>	<u>6</u>	<u>6</u>
<u>Water Boilers - 250°F (121°C)</u>	<u>Automatic Gas</u>	<u>6</u>		<u>18</u>	<u>6</u>	<u>6</u>
<u>Water Heaters - 200°F (93°C)</u>	<u>Solid</u>	<u>6</u>		<u>24</u>	<u>6</u>	<u>6</u>
<u>All water walled or jacketed</u>						
<u>FURNACES – CENTRAL OR HEATERS¹¹</u>						
<u>Electric Central Warm-Air Furnaces Gravity, Upflow, Downflow, Horizontal and Duct Warm Air - 250°F (121°C) max.</u>	<u>Automatic oil or comb. gas-oil</u>	<u>6²</u>	<u>6²</u>	<u>24</u>	<u>6</u>	<u>6</u>
	<u>Automatic gas</u>	<u>6²</u>	<u>6²</u>	<u>18</u>	<u>6</u>	<u>6</u>
	<u>Solid</u>	<u>18²</u>	<u>18²</u>	<u>48</u>	<u>18</u>	<u>18</u>
	<u>Electric</u>	<u>6²</u>	<u>6²</u>	<u>18</u>	<u>6</u>	<u>6</u>
<u>FURNACES – FLOOR</u>						
<u>For Mounting in Combustible Floors</u>	<u>Automatic oil or comb. gas-oil</u>	<u>36</u>		<u>12</u>	<u>12</u>	<u>12</u>
	<u>Automatic gas</u>	<u>36</u>		<u>12</u>	<u>12</u>	<u>12</u>
<u>HEAT EXCHANGERS</u>						
<u>Steam-15 psi (103.4 kPa)</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>

<u>max. Hot Water</u> <u>- 250° (121°C)</u> <u>max.</u>						
<u>ROOM HEATERS⁴</u>						
<u>Circulating</u> <u>Type,</u> <u>Radiant</u> <u>or Other Type</u>	<u>Oil or Solid</u>	<u>36</u>		<u>24</u>	<u>12</u>	<u>12</u>
	<u>Gas</u>	<u>36</u>		<u>24</u>	<u>12</u>	<u>12</u>
	<u>Oil or Solid</u>	<u>36</u>		<u>36</u>	<u>36</u>	<u>36</u>
	<u>Gas</u>	<u>36</u>		<u>36</u>	<u>18</u>	<u>18</u>
	<u>Gas with</u> <u>double metal</u> <u>or ceramic</u> <u>back</u>	<u>36</u>		<u>36</u>	<u>12</u>	<u>18</u>
<u>Fireplace Stove</u>	<u>Solid</u>	<u>48⁵</u>		<u>54</u>	<u>48⁵</u>	<u>48⁵</u>
<u>RADIATORS</u>						
<u>Steam or Hot</u> <u>Water⁶</u>		<u>36</u>		<u>6</u>	<u>6</u>	<u>6</u>
<u>RANGES -COOKING</u> <u>STOVES</u>					<u>Firing</u> <u>Side</u>	<u>Opp.</u> <u>Side</u>
	<u>Oil</u>	<u>30⁷</u>		<u>9</u>	<u>24</u>	<u>18</u>
	<u>Gas</u>	<u>30⁷</u>		<u>6</u>	<u>6</u>	<u>6</u>
	<u>Solid Clay-</u> <u>Lined</u>	<u>30⁷</u>		<u>24</u>	<u>24</u>	<u>18</u>
	<u>Firepot</u>	<u>30⁷</u>		<u>36</u>	<u>36</u>	<u>18</u>
	<u>Electric</u>	<u>30⁷</u>		<u>6</u>	<u>6</u>	<u>6</u>
<u>INCINERATORS</u>						
<u>Domestic Types</u>		<u>36⁸</u>		<u>48</u>	<u>36</u>	<u>36</u>
<u>COMMERCIAL</u> <u>INDUSTRIAL-TYPE</u> <u>APPLIANCES</u> <u>ANY AND ALL PHYSICAL</u> <u>SIZES EXCEPT AS NOTED¹¹</u>		<u>APPLIANCE</u>				
	<u>FUEL</u>	<u>ABOVE</u> <u>TOP OF</u> <u>CASING</u> <u>OR</u> <u>APPLIAN</u> <u>CE</u>	<u>FROM TOP</u> <u>AND SIDES OF</u> <u>WARM-AIR</u> <u>BONNET OR</u> <u>PLENUM</u>	<u>FROM</u> <u>FRONT</u>	<u>FROM</u> <u>BACK</u> ⁹	<u>FROM</u> <u>SIDES⁹</u>
<u>BOILERS AND WATER HEATERS</u>						
<u>100 cu. ft.</u> <u>(2.832 m⁹) or</u> <u>less</u>	<u>All fuels</u>	<u>18</u>		<u>48</u>	<u>18</u>	<u>18</u>
<u>Steam, any</u> <u>pressure of 50</u> <u>psi</u> <u>(345 kPa) or</u> <u>less</u>	<u>All fuels</u>	<u>18</u>		<u>48</u>	<u>18</u>	<u>18</u>

<u>Any size</u>						
UNIT HEATERS						
<u>Floor Mounted or Suspended – any size</u>	<u>Steam or hot water</u>	<u>1</u>			<u>1</u>	<u>1</u>
	<u>Oil or comb. gas-oil</u>	<u>6</u>		<u>24</u>	<u>18</u>	<u>18</u>
<u>Suspended – 100 cu. ft. (2.832 m³) or less</u>	<u>Gas</u>	<u>6</u>		<u>18</u>	<u>18</u>	<u>18</u>
<u>Suspended – 100 cu. ft. (2.832 m³)</u>	<u>All fuels</u>	<u>18</u>		<u>48</u>	<u>18</u>	<u>18</u>
<u>Floor Mounted – any size</u>	<u>All fuels</u>	<u>18</u>		<u>48</u>	<u>18</u>	<u>18</u>
RANGES – RESTAURANT –TYPE						
<u>Floor Mounted</u>	<u>All fuels</u>	<u>18</u>		<u>48</u>	<u>18</u>	<u>18</u>
OTHER LOW-HEAT INDUSTRIAL APPLIANCES						
<u>Floor Mounted or Suspended</u>	<u>All fuels</u>	<u>18</u>	<u>18</u>	<u>48</u>	<u>18</u>	<u>18</u>
<u>Boilers and Water Heaters</u>						
<u>Over 50 psi (345 KPa)</u>	<u>All fuels</u>	<u>48</u>		<u>96</u>	<u>36</u>	<u>36</u>
<u>Over 100 cu. ft. (2832 m³)</u>						
OTHER MEDIUM-HEAT INDUSTRIAL APPLIANCES						
<u>All sizes</u>	<u>All fuels</u>	<u>48</u>	<u>36</u>	<u>96</u>	<u>36</u>	<u>36</u>
INCINERATORS						
<u>All sizes</u>		<u>48</u>		<u>96</u>	<u>36</u>	<u>36</u>
HIGH-HEAT INDUSTRIAL APPLIANCES						
<u>All sizes</u>	<u>All fuels</u>	<u>180</u>		<u>360</u>	<u>120</u>	<u>120</u>

Footnotes for Table 3-1

1. The minimum dimension shall be that necessary for servicing the appliance, including access for cleaning and normal care, tube removal, etc.
2. For a listed oil, combination gas-oil, gas, or electric furnace, this dimension may be two (2) inches (51 mm) if the furnace limit control cannot be set higher than 250°F (121°C), or

this dimension may be one (1) inch (25.4 mm) if the limit control cannot be set higher than 200°F (93°C), or the appliance shall be marked to indicate that the outlet air temperature cannot exceed 200°F (93°C).

3. The dimension may be six (6) inches (152 mm) for an automatically stoker-fired forced-warm-air furnace equipped with 250°F (121°C) limit control and with barometric draft control operated by draft intensity and permanently set to limit draft to a maximum intensity of 0.13 inch (3.3mm) water gauge.

4. Unlisted appliances shall be installed on noncombustible floors and may be installed on protected combustible floors. Heating appliances approved for installation on protected combustible flooring shall be so constructed that flame and hot gases do not come in contact with the appliance base. Protection for combustible floors shall consist of four (4) inch (102 mm) hollow masonry covered with sheet metal at least 0.021 inch (0.53 mm) thick (No. 24 manufacturer's standard gauge). Masonry shall be permanently fastened in place in an approved manner with the ends unsealed and joints matched so as to provide free circulation of air through the masonry. Floor protection shall extend twelve (12) inches (305 mm) at the sides and rear of the appliance, except that at least eighteen (18) inches (457 mm) shall be required on the appliance-opening side or sides measured horizontally from the edges of the opening.

5. The forty-eight (48) inch (1219 mm) clearance may be reduced to thirty-six (36) inches (915 mm) when protection equivalent to that provided by (a)—(g) of Table 3-2 is applied to the combustible construction.

6. Steam pipes and hot water heating pipes shall be installed with a clearance of at least

one (1) inch (25 mm) to all combustible construction or material, except that at the points where pipes carrying steam at not over fifteen (15) pounds gauge pressure (103.4 kPa) or hot water that emerges from a floor, wall, or ceiling, the clearance at the opening through the finished floorboards or wall-ceiling boards may be reduced to not less than one-half (½) inch (12.7 mm). Each such opening shall be covered with a plate of noncombustible material. Such pipes passing through stock shelving shall be covered with not less than one (1) inch (25.4 mm) of approved insulation. Wood boxes or casing enclosing uninsulated steam or hot water heating pipes or wooden covers to recesses in walls in which such uninsulated pipes are placed shall be lined with metal or insulating millboard. Where the temperature of the boiler piping does not exceed 160°F (71°C), the provisions of this table shall not apply. Coverings or insulation used on steam or hot water pipes shall be of material suitable for the operating temperature of the system. The insulation or jackets shall be of noncombustible materials, or the insulation or jackets and lap-seal adhesives shall be tested as a composite product. Such composite product shall have a flame-spread rating of not more than twenty-five (25) and a smoke-developed rating not to exceed fifty (50) when tested in accordance with UBC Standard No. 42-1.

7. Thirty (30) inches to combustible material or metal cabinets, or if the underside of such combustible material or metal cabinet is protected with insulating millboard at least one-quarter (¼) inch (6.4 mm) thick covered with sheet metal of not less than 0.013 inch (0.33 mm) (No. 28 gauge), the distance may be reduced to twenty-four (24) inches (610 mm).

8. Clearance above charging door shall be at least forty-eight (48) inches (1.219 m).

9. If the appliance is encased in brick, the eighteen (18) inch (457 mm) clearance above

and at the sides and rear may be reduced to twelve (12) inches (305 mm).

10. If the appliance is encased in brick, the clearance above may be reduced to thirty-six (36) inches (914 mm) and at the sides and rear may be reduced to eighteen (18) inches (457 mm).

11. A central heating boiler or furnace shall be installed in accordance with the manufacturer's instructions and shall be installed on a floor of noncombustible construction with noncombustible flooring and surface finish and with no combustible material against the underside thereof, or on fire-resistive slabs or arches having no combustible material against the underside thereof.

Exception No. 1: Appliances listed for installation on a combustible floor.

Exception No. 2: Installation on a floor protected in an approved manner. [NFPA 54:9.3.3]"

SECTION 5.

SECTION 5.4.040 - Location is hereby created to read as follows:

“Section M1408.3 of the International Residential Code is amended to read as follows:

Vented Floor Furnaces. Location of floor furnaces shall conform to the following requirements:

1. Floor registers of floor furnaces shall be installed not less than 6 inches (152 mm) from a wall.
2. Wall registers of floor furnaces shall be installed not less than 6 inches (152 mm) from

the adjoining wall at inside corners.

3. The furnace register shall be located not less than twelve (12) inches (305 mm) from doors in any position, draperies or similar combustible objects.

4. The furnace register shall be located at least five (5) feet (1524 mm) below any projecting combustible materials.

5. The floor furnace burner assembly shall not project into an occupied under-floor area.

6. The floor furnace shall not be installed in concrete floor construction built on grade.

7. The floor furnace shall not be installed where a door can swing within twelve (12) inches (305 mm) of the grille opening.

8. Replacement of floor furnaces with the same or lesser B.T.U. rating may be installed in the same location with prior approval by the building official.”

SECTION 6.

SECTION 5.4.050 – Installation is hereby created to read as follows:

“Section M1409.3 of the International Residential Code is amended to read as follows:

Installation. Vented wall furnace installations shall conform to the following requirements:

1. Required wall thicknesses shall be in accordance with the manufacturer's installation instructions.

2. Ducts shall not be attached to a wall furnace. Casing extensions or boots shall be installed only when listed as part of a listed and labeled appliance.

3. A manual shut off valve shall be installed ahead of all controls.
4. The wall cavity directly above the wall furnace shall be ventilated by a twenty-six (26) gauge (0.016 inch) (0.4 mm) metal thimble into attic; or, an eight (8) inch (203 mm) by fourteen (14) (356 mm) inch metal grill a minimum of twelve (12) inches (305 mm) below the ceiling.”

SECTION 7.

SECTION 5.4.060 – Auxiliary and Secondary Drain Systems is hereby created to read as follows:

Section M1411.3.1 of the International Residential Code is created to read as follows:

“Section M1411.3.1. Auxiliary and secondary drain systems. In addition to the requirements of Section M1411.3, a secondary drain or auxiliary drain pan shall be required for each cooling or evaporator coil when located above finished ceilings or furred spaces. Such piping shall maintain a minimum horizontal slope in the direction of discharge of not less than 1/8 vertical in twelve (12) units horizontal (1-percent slope). Drain piping shall be a minimum of 3/4-inch (19 mm) nominal pipe size. One of the following methods shall be used:

1. An auxiliary drain pan with a separate drain shall be installed under the coils on which condensation will occur. The auxiliary pan drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The pan shall have a minimum depth of 1.5 inches (38 mm), shall not be less than three (3) inches (76 mm) larger than the unit or the coil dimensions in width and length and shall be constructed of corrosion-resistant material. Metallic pans shall have a minimum thickness of not less than 0.0276-inch (0.7 mm) galvanized sheet metal. Nonmetallic

pans shall have a minimum thickness of not less than 0.0625 inch (1.6 mm).

2. A separate overflow drain line shall be connected to the drain pan provided with the equipment. This overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The overflow drain line shall connect to the drain pan at a higher level than the primary drain connection.

3. An auxiliary drain pan without a separate drain line shall be installed under the coils on which condensate will occur. This pan shall be equipped with a water level detection device conforming to UL 508 that will shut off the equipment served prior to overflow of the pan. The auxiliary drain pan shall be constructed in accordance with Item 1 of this section.

4. A water level detection device conforming to UL 508 shall be provided that will shut off the equipment served in the event that the primary drain is blocked. The device shall be installed in the primary drain line, the overflow drain line or the equipment-supplied drain pan, located at a point higher than the primary drain line connection and below the overflow rim of such pan.”

SECTION 8.

SECTION 5.4.070 – Auxiliary Drain Pan is hereby created to read as follows:

Section M1411.4 of the International Residential Code is amended to read as follows:

“Section M1411.4. Auxiliary drain pan. Category IV condensing appliances shall have an auxiliary drain pan when located above finished ceilings or furred spaces. These pans shall be installed in accordance with the applicable provisions of Section M1411.3.1.

Exception: Fuel-fired appliances that automatically shut down operation in the event of a stoppage in the condensate drainage system.”

SECTION 9.

SECTION 5.4.090 – Bathroom Exhaust is hereby created to read as follows:

“Section M1501.1. Outdoor Discharge. The air removed by mechanical exhaust systems shall be discharged to the outdoors in accordance with Section M1506.2.

Exceptions:

(1). Whole house ventilation-type attic fans that discharge into the attic space of dwelling units having private attics shall be permitted.

(2). Ventilation air from residential bathrooms or toilet rooms may be exhausted into a properly ventilated attic when all of the following are met:

1. The duct(s) conveying exhaust into the attic shall terminate a minimum of thirty-six (36) inches above the top of the ceiling framing members, and shall not discharge upon any building element.

2. Attics into which bath and/or toilet room exhausts are discharged must be properly ventilated, in accordance with Section R806, and shall not discharge into an unvented attic assembly.

3. The exhaust duct(s) shall terminate above the top of the attic insulation with a "goose-neck" installed to prevent infiltration of insulating material into the duct.

4. Exhaust duct(s) run above the insulation inside of attics, with a developed length greater than five (5) feet, shall be insulated.”

SECTION 10.

SECTION 5.4.100 – Reserved is hereby created to read as follows:

“Reserved”

SECTION 11.

SECTION 5.4.110 – Reserved is hereby created to read as follows:

“Reserved”

SECTION 12.

SECTION 5.4.130 – Vertical Clearance is hereby created to read as follows:

“Section M1505.5. Vertical Clearance. Domestic cooking appliances either built-in or freestanding shall have a vertical clearance above the cooking top of not less than thirty (30) inches (760 mm) to combustible material or metal cabinets. A minimum clearance of twenty-four (24) inches (610 mm) is permitted when one of the following is installed:

1. The underside of the combustible material or metal cabinet above the cooking top is protected with not less than ¼ inch (6.4 mm) insulating millboard covered with sheet metal not less than 0.0122 inch (0.3 mm) thick.
2. A metal ventilating hood of sheet metal not less than 0.0122 inch (0.3 mm) thick is installed above the cooking top with a clearance of not less than ¼ inch (6.4 mm) between the hood and the underside of the combustible material or metal cabinet, and the hood is at least as wide as the appliance and is centered over the appliance.
3. A listed cooking appliance or microwave oven is installed over a listed cooking appliance and will conform to the terms of the upper appliance's listing and the manufacturers'

instructions.”

SECTION 13.

SECTION 5.4.140 – Overhead Exhaust Hoods is hereby created to read as follows:

“Section M 1505.1. General. Domestic open-top broiler units shall be provided with a metal exhaust hood, not less than twenty-eight (28) gauge, with ¼ inch (6 mm) between the hood and the underside of combustible material or cabinets. A clearance of at least thirty (30) inches (760 mm) shall be maintained between the cooking surface and the combustible material or cabinet. The hood shall be at least as wide as the broiler unit and shall extend over the entire unit. Such exhaust hood shall discharge to the outdoors and shall be equipped with a backdraft damper or other means to control infiltration/exfiltration when not in operation. Broiler units incorporating an integral exhaust system, and listed and labeled for use without an exhaust hood, need not be provided with an exhaust hood.”

SECTION 14.

SECTION 5.4.150 – Recirculation of Air is hereby created to read as follows:

“Section M1507.2. Recirculation of air. Exhaust air from bathrooms and toilet rooms shall not be recirculated within a residence or to another dwelling unit and shall be exhausted directly to the outdoors. Exhaust air from bathrooms and toilet rooms may discharge into an attic when the following are met:

1. The duct(s) conveying exhaust into the attic shall terminate a minimum of thirty-six (36) inches above the top of the ceiling framing members, and shall not discharge upon any building element.
2. Attics into which bath and/or toilet room exhausts are discharged must be properly ventilated, in accordance with Section R806, and shall not discharge into an unvented

attic assembly.

3. The exhaust duct(s) shall terminate above the top of the attic insulation with a "goose-neck" installed to prevent infiltration of insulating material into the duct.

Exhaust duct(s) run above the insulation inside of attics, with a developed length greater than five (5) feet, shall be insulated."

SECTION 15.

SECTION 5.4.160 – Table 1601.1.1(2) is hereby created to read as follows:

“Section M1601.1.1(2). Table 1601.1.1(2). Gauges for metal ducts and plenums used for heating or cooling shall meet current SMACNA HVAC Duct Construction Standards.”

SECTION 16.

SECTION 5.4.170 – Duct Insulation Materials is hereby created to read as follows:

“Section M 1601.3. Duct Insulation Materials. Duct insulation materials shall conform to the following requirements:

1. Duct coverings and linings, including adhesives where used, shall have a flame spread index not higher than twenty-five (25), and a smoke-developed index not over fifty (50) when tested in accordance with ASTM E 84, using the specimen preparation and mounting procedures of ASTM E 2231.
2. Duct coverings and linings shall not flame, glow, smolder or smoke when tested in accordance with ASTM C 411 at the temperature to which they are exposed in service. The test temperature shall not fall below 250°F (121°C).
3. External duct insulation and factory-insulated flexible ducts shall be legibly printed or

identified at intervals not longer than thirty-six (36) inches (914 mm) with the name of the manufacturer; the thermal resistance *R*-value at the specified installed thickness; and the flame spread and smoke-developed indexes of the composite materials. All duct insulation product *R*-values shall be based on insulation only, excluding air films, vapor retarders or other duct components, and shall be based on tested *C*-values at 75°F (24°C) mean temperature at the installed thickness, in accordance with recognized industry procedures. The installed thickness of duct insulation used to determine its *R*-value shall be determined as follows:

3.1. For duct board, duct liner and factory-made rigid ducts not normally subjected to compression, the nominal insulation thickness shall be used.

3.2. For duct wrap, the installed thickness shall be assumed to be seventy-five (75) percent (25-percent compression) of nominal thickness.

3.3. For factory-made flexible air ducts, the installed thickness shall be determined by dividing the difference between the actual outside diameter and nominal inside diameter by two.

3.4. Duct insulation shall conform to the requirements of the Table of R-Values of Duct Insulation.

R-Values of Duct Insulation

<u>Location of Duct*</u>	<u>R-Value</u>
<u>Inside of conditioned space</u>	<u>None</u>

<u>Inside of building envelope but outside of conditioned space</u>	<u>R-4.2</u>
<u>Outside of building envelope</u>	<u>R-6</u>

* In addition, insulation shall be applied to all ductwork located in an environment that may result in the formation of condensation when operating within the normal design limits of the system, including exhaust and outside air intake ductwork.”

SECTION 17.

SECTION 5.4.180 – Joints and Seams is hereby created to read as follows:

“Section M 1601.4.1. Joints and Seams. All joints and seams of that portion of supply and/or return ductwork installed outside of the conditioned envelope shall be made substantially airtight by means of tapes, mastics, gaskets, and other approved closure systems, commercially available and specially designed for sealing. "Duct Tape" shall not be an acceptable method. Closure systems used with rigid fibrous glass ducts shall comply with UL 181A and shall be marked "181A-P" for pressure-sensitive tape, "181 A-M" for mastic or "181 A-H" for heat-sensitive tape. Closure systems used with flexible air ducts and flexible air connectors shall comply with UL 181B and shall be marked "181B-FX" for pressure-sensitive tape or "181B-M" for mastic. Duct connections to flanges of air distribution system equipment or sheet metal fittings shall be mechanically fastened. Mechanical fasteners for use with flexible nonmetallic air ducts shall comply with UL 181B and shall be marked 181B-C. Crimp joints for round metal ducts shall have a contact lap of at least 1½ inches (38 mm) and shall be mechanically fastened by means of at least three (3) sheet-metal screws or rivets equally spaced around the joint.

Exception: Low pressure systems.”

SECTION 18.

SECTION 5.4.190 – Return Air is hereby created to read as follows:

“Section M1602.1. Return Air. Return air shall be taken from inside the dwelling. Dilution of return air with outdoor air shall be permitted. In new dwellings and additions to existing one and two family dwellings where a new separate heating and/or cooling system is being added to serve, but not necessarily limited to only serve the new addition, an outside air duct shall be connected to the main return air duct, prior to the filter, of each heating and/or cooling system for the habitable space served. Duct size shall be based on the square footage of habitable space served as follows:

1. 1500 sq. ft. or less: 4 inch diameter or 12.6 square inches.
2. 1501 sq. ft. to 2000 sq. ft.: 5 inch diameter or 19.6 square inches.
3. 2001 sq. ft. and larger: 6 inch diameter or 28.3 square inches.

All areas listed exclude finished basement area. The outside air duct shall be provided with a ¼ inch wire mesh inlet screen. The outside air duct shall not draw air from contaminated sources.”

SECTION 19.

SECTION 5.4.200 – Prohibited Sources is hereby created to read as follows:

“Section M1701.5. Prohibited Sources. Combustion air ducts and openings shall not connect appliance enclosures with space in which the operation of a fan may adversely affect the flow of combustion air. Combustion air shall not be obtained from an area in which flammable vapors present a hazard. Fuel-fired appliances shall not obtain combustion air from any of the following

rooms or spaces:

1. Sleeping rooms.
2. Bathrooms.
3. Toilet rooms.

Exception: The following appliances shall be permitted to obtain combustion air from sleeping rooms, bathrooms and toilet rooms:

1. Solid fuel-fired appliances provided that the room is not a confined space and the building is not of unusually tight construction.
2. Replacement of fuel-fired appliances installed in toilet rooms if approved by the building official.”

SECTION 20.

SECTION 3.1.300 – Licenses is hereby amended to read as follows:

“Licenses. Any person engaging or desiring to engage in the business of plumbing, plumbing repair, drain laying, lawn irrigation, water conditioning, gas fitting or gas fitting repair shall, before obtaining a permit or transacting any business, obtain a license therefore from the Director of the MABCD, which license shall expire on the thirty-first (31st) day of December of each odd-numbered year, such that the maximum term of any such license may be two (2) years.”

SECTION 21.

SECTION 5.1.330 – Licenses is hereby amended to read as follows:

“Licenses. Any authorized individual or entity seeking to engage in the business of mechanical heating, air conditioning, or refrigeration shall first designate an individual to be the Qualified Master for the license and then acquire a license from the Office of the MABCD. Each such license

shall expire on the thirty-first (31st) day of December of each odd numbered year, such that the maximum term of any such license may be two (2) years.”

SECTION 22.

This ordinance shall be included in the Wichita/Sedgwick County Unified Building and Trade Code, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and
Director of Law

Second Reading Ordinances for December 15, 2015 (first read on December 8, 2015)

A. DER2015-00001 Community Investments Plan 2015-2035.

ORDINANCE NO.50-129

AN ORDINANCE ADOPTING THE COMMUNITY INVESTMENTS PLAN 2015-2035, DATED NOVEMBER 19, 2015, AS THE NEW WICHITA-SEDGWICK COUNTY COMPREHENSIVE PLAN.

B. Year End Salary and Classification Ordinances.

ORDINANCE NO. 50-130

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCE NO. 49-905.

ORDINANCE NO. 50-131

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 49-906

ORDINANCE NO. 50-132

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCES NO. 49-903.

ORDINANCE NO. 50-133

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO 49-904.

C. Ordinance Appropriating the 2016 Budget; Ratifying the Payment of Claims Against the 2015 Budget.

ORDINANCE NO. 50-134

AN ORDINANCE APPROPRIATING THE AMOUNTS SET UP IN EACH FUND IN THE BUDGET; PROVIDING FOR THE PAYMENT OF ALL CLAIMS AND CHARGES AGAINST THE ACCOUNTS PROVIDED FOR THEREIN; AND APPROVING AND RATIFYING THE PAYMENT OF ALL CLAIMS AGAINST THE ACCOUNTS.

D. Water and Sewer Rate Increases.

ORDINANCE NO. 50-135

AN ORDINANCE AMENDING SECTION 17.12.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SCHEDULE OF RATES AND CHARGES FOR WATER SERVICE, AND REPEALING THE ORIGINAL OF SAID SECTION.

ORDINANCE NO. 50-136

AN ORDINANCE AMENDING SECTION 16.14.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, RELATING TO THE SCHEDULE OF RATES FOR USERS OF THE SANITARY SEWER SYSTEM, AND REPEALING THE ORIGINAL OF SAID SECTION.

City of Wichita
City Council Meeting
December 15, 2015

TO: Mayor and City Council Members

SUBJECT: DER2015-00010: City of Wichita Boundary Resolution

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Adopt the Boundary Resolution and authorize the necessary signatures.

Background: For any year in which territory is added to the incorporated area, the City is required by State law (K.S.A. 12-517) to declare by resolution a description of the corporate boundaries of the City. During 2015, the City approved six annexation requests. The annexations resulted in the incorporated area of the City growing by a total of 386.68 acres (0.604 square miles), resulting in an incorporated area of 163.89 square miles as of December 31, 2015.

Analysis: City Engineering staff prepared the attached Boundary Resolution containing a description of the corporate boundaries of the City, including all changes made through annexation in the past year.

Financial Consideration: The appraised value of the properties annexed in 2015, according to County records, is \$559,160. Using the current City levy, these properties yield approximately \$2,584 in City annual property tax revenue.

Legal Consideration: The Law Department has reviewed and approved the Boundary Resolution as to form.

Recommendations/Actions: It is recommended that the City Council adopt the Boundary Resolution and authorize the necessary signatures.

Attachment: Boundary Resolution

RESOLUTION NO.15-386

A RESOLUTION DECLARING, ESTABLISHING AND DEFINING
THE CITY LIMITS AND BOUNDARIES OF THE CITY OF WICHITA,
KANSAS, AFTER ALL ANNEXATIONS OF TERRITORY AND
EXCLUSIONS OF TERRITORY SINCE DECEMBER 16, 2014

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1: That hereafter and until altered or changed in accordance with the law, the City Limits are, and the entire boundaries of the City of Wichita, Kansas are hereby defined, established and declared to be as follows:

Beginning at the intersection of the north right-of-way line of 13th Street North and the east right-of-way line of 127th Street East; thence east along said north right-of-way line to the west line of the Southeast Quarter of Section 11, Township 27 South, Range 2 East of the 6th P.M.; thence north along said west line to the south right-of-way line originally designated for the St. Louis, Wichita, and Western Railway Company; thence east along said south right-of-way line to west line of the east half of said Southeast Quarter; thence south along said west line to the north right-of-way line of 13th Street North; thence east along said north right-of-way line to the east line of the west half of the Southeast Quarter of Section 12, Township 27 South, Range 2 East of the 6th P.M.; thence north along said east line to the south line of the originally designated right-of-way for the St. Louis, Wichita, and Western Railway Company; thence west along said south right-of-way line to a point located 487 feet east of the west line of the Southwest Quarter of Section 12, Township 27 South, Range 2 East of the 6th P.M.; thence south along a line parallel to said west line to a point located 568.23 feet south the north line of said Quarter Section; thence west along a line parallel to said north line to the east right-of-way line of 143rd Street East; thence north along said east right-of-way line to the north line of the South Half of Section 1, Township 27 South, Range 2 East of the 6th P.M.; thence west along said north line and the north line of the South Half of Section 2, Township 27 South, Range 2 East of the 6th P.M. to the east right-of-way line of 127th Street East; thence north along said east right-of-way line to the south right-of-way line of 29th Street North; thence west along said south right-of-way line to the west right-of-way line of 127th Street East; thence north along said west right-of-way line to the north right-of-way line of 29th Street North; thence west along said north right-of-way line to the east right-of-way line of Greenwich Road; thence north along said east right-of-way line to a point located 350 feet north of the south line of Section 34, Township 26 South, Range 2 East of the 6th P.M.; thence west parallel to the south line of said Section 34 and the south line of Section 33, Township 26 South, Range 2 East of the 6th P.M. to a point on the west right-of-way line of Greenwich Road located 350 feet north of the south line of said Section 33; thence north along said west right-of-way line to the north line of the

south half of the Southeast Quarter of said Section 33; thence west along said north line of the south half to the east line of the West Half of said Section 33; thence north along said east line and the east line of the West Half of Section 28, Township 26 South, Range 2 East of the 6th P.M. to the south line of the Northeast Quarter of said Section 28; thence east along said south line, a distance of 283.35 feet; thence bearing N 06°02'48" E to the south right-of-way line of 45th Street North; thence west along said south right-of-way line to the east line of the West Half of Section 29, Township 26 South, Range 2 East of the 6th P.M.; thence north along the east line of said West Half and the east line of the West Half of Section 20, Township 26 South, Range 2 East of the 6th P.M. to the south right-of-way line of the Union Pacific Railroad; thence southwesterly along said south right-of-way line to the north right-of-way line of 45th Street North; thence west along said north right-of-way line to the north right-of-way line of the Union Pacific Railroad; thence northeasterly along said north right-of-way line to the east line of the Southwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M.; thence north along said east line to the north line of said Southwest Quarter; thence west along said north line to the east right-of-way line of Rock Road; thence south along said east right-of-way line to the north right-of-way line of 45th Street North; thence west along said north right-of-way line to the west right-of-way line of Rock Road; thence south along said west right-of-way line to the northerly right-of-way line of the Missouri-Pacific Railroad; thence southwesterly along said northerly right-of-way line to a point 1465.01 feet northeast of its intersection with the west line of the east half of Section 30, Township 26 South Range 2 East of the 6th P.M.; thence north with a deflection to the right of 117°31'41", to the south right-of-way line of 45th Street North; thence west along said south right-of-way line to the west line of the east half of said Section 30; thence south along said west line to the northerly right-of-way line of the Missouri-Pacific Railroad; thence southwesterly along said northerly right-of-way line to the east right-of-way line of Woodlawn Boulevard; thence south along said east right-of-way line to the south right-of-way line of 37th Street North; thence west along said south right-of-way line to the west right-of-way line of Oliver; thence north along said west right-of-way line to the south right-of-way line of 53rd Street North; thence west along said south right-of-way line to the south right-of-way line of K-254 Highway; thence southwesterly along said south right-of-way line to the east right-of-way line of the Union Pacific Railroad; thence southwesterly along said east right-of-way line to the west line of the east half of the Southwest Quarter of Section 23, Township 26 South, Range 1 East of the 6th P.M.; thence south along said west line to a point 275 feet north of the south line of said Southwest Quarter; thence east parallel with said south line to a point 225 feet east of the west line of the east half of said Southwest Quarter; thence south parallel to said west line to the north right-of-way line of 45th Street North; thence west along said north right-of-way line to the east right-of-way line of Hillside Avenue; thence north along said east right-of-way line to the intersection with the north line of Normandy Park Addition, Sedgwick County,

Kansas; thence easterly along said north line to the Northeast corner of said Addition; thence southerly along the east line of said Addition, 206.00 feet; thence easterly parallel with the south line of the northwest quarter of said Southwest Quarter, 520.87 feet, more or less, to a point on the northwesterly right-of-way line of Kansas Highway 254, (Condemnation Case No. B19603); thence northeasterly along said right-of-way, being a curve to the left, having a radius of 2745.51 feet, an arc length of 222.70 feet to a point on the east line of the west half of said Southwest Quarter; thence northerly along said east line and the east line of the west half of the Northwest Quarter of Section 23, Township 26 South, Range 1 East to a point 195.00 feet south of the northeast corner of the west half of said Northwest Quarter; thence west, parallel with the north line of said Northwest Quarter, a distance of 230.00 feet; thence north to a point on the south right-of-way line of 53rd Street North located 1090.82 feet east of the west line of said Section; thence west 36.82 feet along said south right-of-way line; thence south parallel with the west line of said Section to a point 330.63 feet south of the north line of said Section; thence west parallel with the north line of said Section a distance of 454 feet; thence south parallel with the west line of said Section a distance of 100 feet; thence west to a point on the east right-of-way line of Hillside Avenue, said point being located 430.63 feet south of the north line of said Section; thence north along said east right-of-way line to the south right-of-way line of 53rd Street North; thence west along said south right-of-way line to the east line of the Northwest Quarter of Section 22, Township 26 South, Range 1 East of the 6th P.M.; thence south along said east line and the east line of the Southwest Quarter of said Section 22 to the northeast corner of the southeast quarter of said Southwest Quarter; thence west along the north line of said southeast quarter of the Southwest Quarter to the west line of the east half of the east half said Southwest Quarter; thence south along said west line to a point 648.16 feet north of the south line of said Southwest Quarter; thence east to a point 647.7 feet north and 336 feet west of the southeast corner of said Southwest Quarter; thence south to the north right-of-way line of 45th Street North; thence west along said north right-of-way line to the east right-of-way line of Hydraulic Avenue, thence south along said east right-of-way line to the south right-of-way line of 45th Street North; thence west along said south right-of-way line to the west right-of-way line of Hydraulic; thence south along said west right-of-way line to the southerly right-of-way line of the Chisholm Creek Diversion; thence southwesterly along said southerly right-of-way line to a point 100 feet west of the east line of the Southwest Quarter of Section 28, Township 26 South, Range 1 East of the 6th P.M., said point being the west right-of-way line of St. Louis and San Francisco Railroad; thence north along said west right-of-way line to the north right-of-way line of the Chisholm Creek Diversion; thence westerly along said north right-of-way line to the east right-of-way line of Lawrence Road; thence north along said east right-of-way line to the south right-of-way line of Interstate Highway 235; thence northeasterly and easterly along said south line to a point 860.7 feet west of the east line of said Southwest Quarter; thence north to the north line of said Southwest Quarter; thence west to the east line of the

southwest quarter of the Northwest Quarter of Section 28, Township 26 South, Range 1 East of the 6th P.M.; thence north along said east line to the north line of said southwest quarter of the Northwest Quarter; thence west along said north line of said southwest quarter of the Northwest Quarter to a point 622.8 feet east of the west line of said Northwest Quarter; thence north parallel to the west line of said Northwest Quarter to the south right-of-way line of 45th Street North; thence west along said south right-of-way line to the west line of said Northwest Quarter; thence south along said west line to a point 1620.84 feet north of the south line of said Northwest Quarter; thence west parallel to the south line of the Northeast Quarter of Section 29, Township 26 South, Range 1 East of the 6th P.M. to the east line of the Wichita-Valley Center Flood Control (Condemnation Case A-41035); thence northerly and westerly along said east line to the westerly right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence northwesterly along said westerly line to the south right-of-way line of 61st Street North; thence west along said south right-of-way line to the east right-of-way line of Seneca Street; thence north along said east right-of-way line to the north right-of-way line of 61st Street North; thence west along said north right-of-way line to the east line of the west half of vacated Fairfield Street; thence southwest along said east line to the north line of the Northeast Quarter of Section 18, Township 26 South, Range 1 East of the 6th P.M.; thence west along said north line to a point 30 feet north of the northeast corner of Lot 110, Vanview Addition; thence south parallel to the west line of said Northeast Quarter to the south right-of-way line of 61st Street North and the northeast corner of said Lot 110; thence west along said south right-of-way line to the east bank of the Little Arkansas River; thence north along said east bank to the north line of the Southeast Quarter of Section 7, Township 26 South, Range 1 East of the 6th P.M.; thence west along said north line to the east line of the Southwest Quarter of Section 7, Township 27 South, Range 1 East; thence north along said east line and the east line of the Northwest Quarter of said Section 7 to the north line of Reserve A, Rio Vista Estates Third Addition; thence westerly along said north line to the northwest corner of Reserve A, Rio Vista Estates Second Addition; thence southerly and westerly along the west line of said Reserve A to the east right-of-way line of Meridian Avenue; thence south along said east right-of-way line to a point on the most northerly northwest corner of Lot 1, Block 2 of Rio Vista Estates Second Addition and on the east right-of-way line of Meridian Avenue, said point being located 641.36 feet north of the south line of said Southwest Quarter.; thence west parallel to the south line of said Section and Section 12, Township 26 South, Range 1 West of the 6th P.M.. to a point on the west right-of-way line of Meridian Avenue, said point being located 641.36 feet north of the south line of said Section; thence north along said west right-of-way line to the centerline of the Little Arkansas River; thence northwesterly along said centerline to a point 1650.14 feet north of the south line of the Southeast Quarter of Section 12, Township 26 South, Range 1 West of the 6th P. M.; thence west parallel to the south line of said Southeast Quarter to a point 1056.05 feet, more or less, west of the east line of said Southeast Quarter; thence south along a line parallel to said east line to the north

right-of-way line of 61st Street North; thence west along said north right-of-way line to a point 208.71 feet east of the west line of said Southeast Quarter; thence south to a point 208.71 feet east of the west line of the Northeast Quarter of Section 13, Township 26 South, Range 1 West of the 6th P.M. on the north line of said Section; thence west along said north line to the west line of said Northeast Quarter; thence south along said west line to the north right-of-way line of 53rd Street North; thence east along said north right-of-way line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the south right-of-way line of 53rd Street North; thence west along said south right-of-way line to a point 856.8 feet west of the east line of Section 24, Township 26 South, Range 1 West of the 6th P.M.; thence south to a point 649 feet, more or less, south of the north line of said Section 24, said point located 856.8 feet west of the east line of said Section; thence east parallel to the north line of said Section to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to a point 1646 feet north of the south line of the Northeast Quarter of said Section 24; thence west along a line parallel to said north line to a point 147.5 feet west of the east line of said Section; thence south 140 feet along a line parallel to the east line of said Section; thence east along a line parallel to the north line of said section to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the north line of the south half of the Northeast Quarter, Section 24, Township 26 South, Range 1 West; thence west along said north line to a point on the east line of Moorings 10th Addition to Wichita, Sedgwick County, Kansas, said point being the southeast corner of Lot 2, Block 2 in said Moorings 10th Addition; thence north along the east line of said Addition to the northeast corner of Reserve D in said Addition, thence westerly along the north line of said Addition to the east right-of-way line of North Portwest Circle; thence northwesterly along said east right-of-way line to the southeast corner of Lot 5, Block 2, Moorings 11th Addition to Wichita, Sedgwick County, Kansas; thence north along the east line of said lot to the northeast corner of said lot and the north line of said Addition; thence west along said north line to the west line of said Addition; thence south and southeasterly along said west line to the northerly right-of-way line of Portwest Circle; thence southwesterly along said northerly right-of-way line and the westerly right-of-way line of Portwest Circle to the northwest corner of Lot 6, Block 1, Moorings 11th Addition, said corner lying on the west line of said Addition; thence southwesterly and south along said west line to the north line of the south half of the Northwest Quarter of Section 24, Township 26 south, Range 1 West of the 6th P.M.; thence west along said north line to the east line of the Wichita-Valley Center Flood Control right-of-way; thence south along said east right-of-way line to a line 650 feet north of and parallel to the south line of the north half of said Section 24; thence west along said line and said line extended to the west mean high bank of the Arkansas River; thence southeasterly along said west mean high bank to the north line of the South Half of Section 23, Township 26 South, Range 1 West of the 6th P.M.; thence west along said north line and the north line of the South Half of Section 22, Township 26 South, Range 1 West of the 6th P.M., to the west line of

the Southeast Quarter of said Section; thence south along said west line and the west line of the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M. to the north right-of-way line of 45th Street North; thence southeasterly along said north right-of-way line to a point 30 east of said west line; thence south parallel to said west line to the south right-of-way line of 45th Street North; thence northwesterly along said south right-of-way line to a point 30 feet west of the east line of the Northwest Quarter of said Section 27; thence north along a line parallel to said east line to a point 30 feet south and 30 feet west of the northeast corner of said Northwest Quarter; thence west 388.45 feet parallel to the north line of said Northwest Quarter; thence south 356.25 feet parallel to said east line to a point on the west line of Lot 13, Block A, Edgewater Addition and the northeast corner of Lot 15 in said Addition; thence west along the north line of said Lot 15 to the northwest corner of Lot 16, Block A in said Addition; thence south along the west line of said Addition to a point on the east line of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, said point being located 956.63 feet north of the southeast corner of said Lot 1; thence S89°05'07"W, parallel with the westerly portion of the south line of said Lot 1, 140 feet; thence S01°10'42"E, parallel with the east line of said Lot 1, 599.35; thence S89° 05'07"W, parallel with the westerly portion of the south line of said Lot 1, 371.32 feet to the northeast corner of Reserve A in said Midland Baptist Church 2nd Addition; thence south along the east line of said Reserve A to the southeast corner of said Reserve A, said southeast corner also being a point on the north right-of-way line of K-96 Highway; thence easterly along said north right-of-way line to a point located 208 feet west of the east line of the Northeast Quarter, Section 27, Township 26 South, Range 1 West of the 6th P.M.; thence north along a line parallel to said east line to a point 450 feet north of the south line of said Northeast Quarter; thence east along a line parallel to said south line to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the north right-of-way line of K-96 Highway; thence easterly along said north right-of-way line to the west mean high bank of the Arkansas River; thence southerly along said high bank to the south line of the North Half of Section 36, Township 26 South, Range 1 West of the 6th P.M.; thence east along said south line to the west right-of-way line of Interstate Highway 235; thence southerly and southwesterly along said west right-of-way line to the north line of Section 1, Township 27 South, Range 1 West of the 6th P.M.; thence west along said north line to the east right-of-way line of West Street; thence south along said east right-of-way line to the south right-of-way line of 29th Street North; thence west along said south right-of-way line to the west right-of-way line of West Street; thence north along said west right-of-way line to the north right-of-way line of 29th Street North; thence west along said north right-of-way line to the west right-of-way line of Hoover Road; thence north along said west right-of-way line to a point 300 feet north of the south line of the north half of the Northeast Quarter of Section 34, Township 26 South, Range 1 West of the 6th P.M., thence west parallel to said south line to a point 871 feet west of the east line of said Northeast Quarter; thence south parallel to the east line of said Northeast

Quarter to the south line of the north half of said Northeast Quarter; thence west along said south line to the east line of the northwest quarter of said Northeast Quarter; thence north along said east line to the south right-of-way line of 37th Street north; thence west along said south right-of-way line to the east line of the Northwest Quarter of Section 34, Township 26 South, Range 1 West of the 6th P.M.; thence north along said east line and the east line of the Southwest Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M. to the south right-of-way line of K-96 Highway; thence west along said south right-of-way line to the north line of the Southeast Quarter of Section 28, Township 26 South, Range 1 West of the 6th P.M.; thence west along said north line and the north line of the Southwest Quarter of said Section 28 to the east right-of-way line of Tyler Road; thence south along said east right-of-way line to a point 855 feet north of the south line of said Southwest Quarter; thence east parallel to said south line to a point 264 feet east of the west line of said Southwest Quarter; thence south to the north right-of-way line of 37th Street North, thence west along said north right-of-way line to the east right-of-way line of Maize Road; thence north along said east right-of-way line to the north line of the south half of the Southeast Quarter of Section 30, Township 26 South, Range 1 West of the 6th P.M. as extended east; thence west along said line and said line extended to the west line of said Southeast Quarter; thence south along said west line to the south right-of-way line of 37th Street North; thence west along said south right-of-way line 419.2 feet; thence south parallel with the east line of the Northwest Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M. to a point 1039.65 feet south of the north line of said Northwest Quarter; thence east parallel to the north line of said Northwest Quarter to the east line of said Northwest Quarter; thence north along said east line to the south right-of-way line of 37th Street North; thence east along said south right-of-way line to a point 1573.47 feet west of the east line of the Northeast Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M.; thence south parallel with said east line 981.06 feet; thence east parallel with the north line of said Northeast Quarter 750 feet; thence north parallel with the east line of said Northeast Quarter 513.04 feet; thence west parallel to the north line of said Northeast Quarter 117.17 feet; thence north parallel to the east line of said Northeast Quarter to the south right-of-way line of 37th Street North; thence east along said south right-of-way line to the west right-of-way line of Maize Road; thence south along said west right-of-way line to a point 190 feet south of the north line of the southeast quarter of the Southeast Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M.; thence west parallel to said north line to the west line of the southeast quarter of said Southeast Quarter; thence north along said west line to the north line of the southwest quarter of said Southeast Quarter; thence west along said north line to the west line of said Southeast Quarter; thence north along said west line to the north line of the Southwest Quarter of said Section 31; thence west along said north line to the east right-of-way line of 119th Street West; thence south along said east right-of-way line to the south right-of-way line of 29th Street North; thence west along said south right-of-way line to a point 1368.74 feet west of the east line of

the Northeast Quarter of Section 1, Township 27 South, Range 2 West of the 6th P.M.; thence southerly perpendicular to the north line of said Northeast Quarter to a point 260.00 feet south of said north line; thence easterly parallel with the north line of said Northeast Quarter, 340.00 feet; thence southerly perpendicular to the north line of said Northeast Quarter, 1340.74 feet to a point 1600.74 feet normally distant south of the north line of said Northeast Quarter; thence northeasterly, 418.36 feet to a point 1430.63 feet normally distant south of the north line of said Northeast Quarter and 600 feet normally distant west of the east line of said Northeast Quarter; thence northerly parallel with the east line of said Northeast Quarter, 250.00 feet; thence easterly perpendicular to the east line of said Northeast Quarter, 340.00 feet; thence southerly parallel to the east line of said Northeast Quarter, 267.00 feet; thence easterly perpendicular to the east line of said Northeast Quarter, to the west right-of-way line of 119th Street West; thence south along said west right-of-way line to the north line of the Southeast Quarter of Section 1, Township 27 South, Range 2 West of the 6th P.M.; thence west along said north line to a point 507.9 feet east of the west line of said Southeast Quarter; thence north 15 feet; thence west parallel to the north line of said Southeast Quarter to the west line of the Northeast Quarter of said Section 1; thence south along said west line and the west line of the Southeast Quarter of said Section 1 to a point 1689.32 feet north of the south line of said Southeast Quarter; thence east 162.2 feet; thence south 199.32 feet; thence east 340 feet to a point 2101 feet west and 1490 feet north of the southeast corner of said Southeast Quarter; thence south 500 feet; thence east 30 feet; thence south to the north right-of-way line of 21st Street North; thence east along said north right-of-way line to a point 1,655 feet west of the east line of said Southeast Quarter; thence south to the south right-of-way line of 21st Street North; thence west along said south right-of-way line to a point 275 feet west of the northwest corner of Teal Brook Estates Addition; thence south parallel to the west line of the Northeast Quarter of Section 12, Township 27 South, Range 2 West of the 6th P.M. to a point 238 feet south of the north line of said Northeast Quarter; thence east parallel with said north line to a point 164.58 feet west of the west line of said Addition; thence south parallel to said west line 794.03 feet; thence east 164.58 feet to the west line of said Addition; thence south along said west line to the north line of the south half of said Northeast Quarter; thence west along said north line to a point 190 feet east of the west line of said Northeast Quarter; thence south along a line parallel to the west line of said Northeast Quarter to the south line of said Northeast Quarter; thence west along said south line to the west line of the Southeast Quarter of Section 12, Township 27 South, Range 2 West of the 6th P.M.; thence south along said west line 655.62 feet to the center line of the Cowskin Creek; thence easterly, southerly and northerly along said center line to the intersection of said centerline with the south line of Lot 16, Autumn Ridge Second Addition to Wichita, Sedgwick County, Kansas as extended to the west; thence east along said south line extended to the southwest corner of said Lot 16; thence southerly along the west line of Autumn Ridge Second Addition and the east line of the Floodway Reserve Agreement (dedicated on Film 979, Page 1092) to the

north right-of-way line of 13th Street North; thence west along said north right-of-way line to a point 429 feet west of the east line of the Southwest Quarter of Section 12, Township 27 South, Range 2 West; thence north parallel with the east line of said Southwest Quarter to a point 990 feet north of the south line of said Southwest Quarter; thence west parallel with said south line to a point 470 feet east of the west line of said Southwest Quarter; thence south parallel with said west line to a point 511.5 feet north of the south line of said Southwest Quarter; thence west parallel with said south line to the east right-of-way line of 135th Street West; thence north along said east right-of-way line to south line of Lot 1, Block 2, L.R. Jones Second Addition, Sedgwick County, Kansas; thence east along said south line to the east line of said Lot 1; thence north along said east line to the north line of said Lot 1; thence west along said north line to the east right-of-way line of 135th Street West; thence north along said east right-of-way line to the south line of Lot 11, Block 1, L.R. Jones Second Addition, Sedgwick County, Kansas and said line extended to the south line of NW Main Pump Station, an Addition to Wichita, Sedgwick County, Kansas; thence east along said south line to the east line of said Addition; thence north along said east line to the north right-of-way line of 21st Street North; thence west along said north right-of-way line to the east right-of-way line of 135th Street West; thence north along said east right-of-way line to a point 1314.73 feet north of the south line of the Southwest Quarter of Section 1, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence west parallel to said south line and the south line of the Southeast Quarter of Section 2, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas to the northeast corner of the Northwest YMCA Addition, an Addition to Sedgwick County, Kansas; thence west along the north line of said Addition to the northwest corner of said Addition; thence south and east along the west and south lines of said Addition to the south right-of-way line of 21st Street North; thence west along said south right-of-way line to a point 441.92 feet east of the west line of the Northeast Quarter of Section 11, Township 27 South, Range 2 West of the 6th P.M.; thence south parallel to said west line to a point 860 feet south of the north line of said Northeast Quarter; thence east parallel with said north line a distance of 238.40 feet; thence south parallel to the west line of said Northeast Quarter a distance of 450 feet; thence west parallel to said north line to the west line of said Northeast Quarter; thence south along said west line to the north line of the south half of Section 11; thence west along said north line to the northwest corner of Reserve 49, Blackstone Addition, Sedgwick County, Kansas, said point being on the west line of said Addition; thence south, west and southwesterly along said west line to the north right-of-way line of 13th Street North; thence east along said north right-of-way line to the west line of the east half of the Southeast Quarter of Section 11, Township 27 South, Range 2 West of the 6th P.M.; thence south along said west line and the west line of the east half of the Northeast Quarter of Section 14, Township 27 South, Range 2 West of the 6th P.M. to the south line of said Northeast Quarter; thence east along said south line and the south line of the Northwest Quarter of Section 13, Township 27 South, Range 2 West of the 6th P.M. to the

northwest corner of the Southeast Quarter of said Section 13; thence south along the west line of said Southeast Quarter to the north right-of-way line of Central; thence west along said north right-of-way line to the west line of Block 1, Rainbow Lakes Estates extended north; thence south along said west line extended to the north line of Section 24, Township 27 South, Range 2 West of the 6th P.M.; thence west along said north line and said north line extended to the west right-of-way line of 135th Street West; thence south along said west right-of-way line to the south right-of-way line of Central; thence west along said south right-of-way line to the west line of the Northeast Quarter of Section 23, Township 27 South, Range 2 West of the 6th P.M.; thence south along said west line to the northeast corner of the Southwest Quarter of said Section 23; thence west along the north line of said Southwest Quarter to the west line of the east half of said Southwest Quarter; thence south along said west line to the north right-of-way line of Maple; thence west along said north right-of-way line to a point 400 feet east of the west line of the southeast quarter of the Southeast Quarter of Section 22, Township 27 South, Range 2 West of the 6th P.M.; thence north along a line parallel to said west line to the north line of the said southeast quarter of the Southeast Quarter; thence west 400 feet along said north line to said west line; thence south along said west line to said north right-of-way line; thence west along said north right-of-way line to the west line of said Southeast Quarter; thence south along said west line and the east line of the Northwest Quarter of Section 27, Township 27 South, Range 2 West of the 6th P.M.; thence south along said east line to the south line of the north half of said Northwest Quarter; thence west along said south line to a point 1320 feet east of the west line of said Northwest Quarter; thence north parallel to said west line 267.3 feet; thence east parallel to the south line of said Northwest Quarter to the west right-of-way line of 162nd Street West; thence north along said west right-of-way line 390.7 feet; thence west parallel to said south line to a point 1320 feet east of said west line; thence south parallel to the west line of said Northwest Quarter 328 feet; thence west parallel to the south line of said Northwest Quarter to the east right-of-way line of 167th Street West; thence south along said east right-of-way line to the north right-of-way line of U.S. Highway 54; thence east along said north right-of-way line to the west line of the Southeast Quarter of Section 27, Township 27 South, Range 2 West of the 6th P.M.; thence north along said west line to the north line of said Southeast Quarter thence east along said north line to the east right-of-way line of Reece Road; thence south along said east line to the south right-of-way line of Moscelyn Lane; thence east and easterly along said south right-of-way line to the west right-of-way line of 151st Street West; thence south along said west right-of-way line to the north right-of-way line of Grassmere Lane; thence west along said north right-of-way line to the west line of Tapestry Meadows Third Addition, said line being 997 feet west of the east line of said Southeast Quarter; thence south along said west line and the west line of Tapestry Meadows Second Addition to the north right-of-way line of U.S. 54 Highway; thence easterly along said north right-of-way line to the east right-of-way line of 135th Street West; thence north along said east right-of-way line to the north line of the Southwest Quarter of Section 25,

Township 27 South, Range 2 West of the 6th P.M; thence east along said north line to a point located 900 feet west of the Northeast Corner of said Southwest Quarter; thence southeast to a point 500 feet south of said Northeast Corner, said point being located on the east line of said Southwest Quarter; thence south along said east line to a point 1722 feet north of the south line of said Southwest Quarter; thence west parallel to said north line 250 feet; thence south parallel said east line to the north right-of-way line of U.S. 54 Highway as condemned in Case No. A-38302; thence east along said north right-of-way line to the west right-of-way line of 119th Street West; thence south along said west right-of-way line to the north line of the Southeast Quarter of Section 36, Township 27 South, Range 2 West of the 6th P.M.; thence west along said north line to the east line of the West Half of said Section, thence north along said east line to the south right-of-way line of the A.T. & S.F. Railroad; thence westerly along the said south right-of-way to the east line of Lot 1, Centennial Sub, Sedgwick County, Kansas, said line being located 350 feet east of the west line of said Section; thence south along said east line a distance of 215 feet to the south line of said Subdivision; thence westerly along said south line to the east right-of-way line of 135th Street West; thence south along said east right-of-way line to a point 886.79 feet north of the south line of the Southwest Quarter of Section 36, Township 27 South, Range 2 West of the 6th P.M.; thence east parallel to said south line to a point 249.20 feet east of the west line of said Section; thence south parallel to the west line of said Section a distance of 259.16 feet; thence west parallel to the south line of said section to the east right-of-way line of 135th Street West; thence south along said east right-of-way line to the south right-of-way line of Pawnee; thence east along said south right-of-way line to a point 1111.66 feet west of the east line of the Northwest Quarter of Section 1, Township 28 South; Range 2 West of the 6th P.M.; thence S 01° 17' 03" W a distance of 885.54 feet; thence N 88° 51' 55" E a distance of 22 feet; thence S 01° 17' 03" W a distance of 1559.19 feet to the south line of said Northwest Quarter; thence east along said south line and the south line of the Northeast Quarter of said Section to a point 175.95 feet east of the southwest corner of said Northeast Quarter; thence north parallel to the east line of said Northeast Quarter to a point 2428.17 feet west and 1376.46 feet south of the northeast corner of said Northeast Quarter; thence east along a line parallel to the north line of said Northeast Quarter to a point located 613.27 feet west of the east line of said Northeast Quarter; thence S03 02' 11"E, 79.17 feet; thence S29 23' 22"E, 210 feet; thence S03 02' 11"E, 215 feet; thence easterly to a point on the west right-of-way line of 119th Street West located 1,856.85 feet south, more or less, of the north line of said Northeast Quarter; thence north along said west right-of-way line to a point located 353.94 feet south of the north line of said Northeast Quarter; thence east parallel to said north line and said line extended east to the east right-of-way line of 119th Street West; thence north along said east right-of-way line to the south right-of-way line of Pawnee; thence east along said south right-of-way line to the west line of the Northeast Quarter of Section 6, Township 28 South, Range 1 West of the 6th P.M.; thence south along said west line to the south line of said Northeast Quarter; thence east along said

south line and the south line of the Northwest Quarter of Section 5, Township 28 South, Range 1 West of the 6th P.M. to the west line of the East Half of said Section; thence south along said west line to the north right-of-way line of 31st Street South; thence west along said north right-of-way line to the west right-of-way line of Maize Road; thence north along said west right-of-way to a point 897.8 feet north of the south line of Section 6, Township 28 South, Range 1 West of the 6th P.M.; thence westerly to a point on the east line of the West Half of said Section, said point being 880.6 feet north of the south line said Section; thence north along said east line to the north line of the south half of the Southwest Quarter of said Section; thence west along said north line to the east right-of-way line of 119th Street West; thence south along said east right-of-way line, to a point 921.93 feet north of the south line of the Northwest Quarter of Section 7, Township 28 South, Range 1 West of the 6th P.M.; thence east at an interior angle of 91°18', to a point 366.15 feet east of the west line of said Section; thence south at an interior angle of 88°42', 238 feet; thence west, to the east right-of-way line of 119th Street West; thence south along said east right-of-way line to the south line of said Northwest Quarter; thence east along said south line, to the southeast corner of the west half of said Northwest Quarter; thence south along the west line of the east half of the Southwest Quarter of Section 7, Township 28 South, Range 1 West of the 6th P.M., 349.65 feet; thence east, 1371.05 feet to the east line of said Southwest Quarter; thence south along said east line, to a point 1,032.73 feet south of the northeast corner of said Southwest Quarter said point being the northernmost northeast corner of Lot 1, St. Peter The Apostle Catholic Church Addition; thence west along the north line of said Addition to the northernmost northwest corner of said Addition; thence southerly and westerly along the west line of said Addition to the north right-of-way line of Peter Avenue; thence east along said north right-of-way line to the east right-of-way line of Annie Avenue and the northernmost southeast corner of said Lot 1; thence north along the east line of said Addition, 179.68 feet to the south line of said Addition; thence east along said south line, 130.04 feet to the west line of said Addition; thence south along said west line and the west line of Schulte Country Storage Addition to the southwest corner of said Addition; thence east along the south line of said Addition, to the westernmost southeast corner of said Addition and the northwest corner of Schulte Country Store Addition; thence south along the west line of said Addition to the southwest corner of said Addition; thence northerly and easterly along the south line of said Addition and the south line of Lot 1, St. Peter The Apostle Catholic Church Addition to the southernmost southeast corner of said Addition; thence north along the east line of said Addition to the south line of Lot 1, Block A, St Peter the Apostle Catholic Church 2nd Addition; thence east along said south line and the south line of Harvest Ridge Addition, to the southeast corner of Lot 30, Block C, Harvest Ridge Addition; thence south along the west line of said Addition and said line extended to the north right-of-way line of K-42 Highway; thence northeasterly along said north right-of-way line to a point 50 feet west of the east line of the Northeast Quarter, Section 9, Township 28 South, Range 1 West; thence south parallel to said east line to a

line 50 feet south of and parallel to the south right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence southwesterly along said south line to a point 417.29 feet west of the east line of said Quarter Section measured along said line; thence northwesterly at right angles to said line 50 feet to the south line of said Railroad right-of-way; thence southerly and westerly along the south right-of-way line of the Atchison, Topeka and Santa Fe Railroad to the west right-of-way line of Maize Road; thence south along said west right-of-way line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to the east right-of-way line of Tyler Road; thence north along said east right-of-way line to the south line of the north half of the Southwest Quarter of Section 9, Township 28 South, Range 1 West of the 6th P.M.; thence east along said south line to the east line of said Southwest Quarter; thence north along said east line to the southwest corner of the Northeast Quarter of said Section 9; thence east along the south line of said Northeast Quarter to the west right-of-way line of Ridge Road; thence north along said west right-of-way line and said line extended to the north right-of-way line of Highway K-42; thence northeasterly along said north right-of-way line to a point 210 feet west of the Center Line of Section 3, Township 28 South, Range 1 West of the 6th P.M.; thence north along a line parallel to and 210 feet west of said Center Line a distance of 328.3 feet; thence west at 90 degrees a distance of 390 feet; thence north along a line parallel to and 600 feet west of the Center Line of said Section 3 to a point 327.4 feet south and 600 feet west of the southwest corner of the northwest quarter of the Northeast Quarter of said Section 3; thence east at 90 degrees to a point on the Center Line of said Section 3; thence north to said southwest corner; thence east along the south line of the north half of the Northeast Quarter of said Section 3 to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the south right-of-way line of 31st Street South; thence west along said south right-of-way line to the west line of the J.I. Case Addition; thence south along said west line to a point 460 feet south of the north line of the Northeast Quarter of Section 10, Township 28 South, Range 1 West of the 6th P.M.; thence east 190 feet; thence south along said west line to the north line of Ecco Industrial Addition; thence west along said north line of said Addition to the west line of said Addition; thence south along said west line to the northeast corner of the Southwest Quarter of Section 10, Township 28 South, Range 1 West of the 6th P.M.; thence west along the north line of said Southwest Quarter to a point 242.4 feet east of the west line of said Southwest Quarter; thence south parallel with said west line 225 feet; thence east parallel with said north line to the west right-of-way line of Summitlawn Avenue; thence south along said west right-of-way line to the north right-of-way line of 35th Street South; thence west along said north right-of-way line to the east right-of-way line of Ridge Road; thence south along said east right-of-way line to the south line of the north half of said Southwest Quarter; thence east along said south line to the east line of said Southwest Quarter; thence south along said east line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the

south right-of-way line of MacArthur Road; thence west along said south right-of-way line to the west line of the east half of the Northeast Quarter of Section 15, Township 28 South, Range 1 West of the 6th P.M.; thence south along said west line and the west line of the east half of the Southeast Quarter of Section 15, Township 28 South, Range 1 West of the 6th P.M. to a point 322.05 feet south of the north line of said Southeast Quarter; thence east parallel to said north line a distance of 454.94 feet; thence southeasterly with a deflection angle to the right of $^{\circ}32^{\circ}51'28''$, 248.30 feet; thence southeasterly with a deflection angle to the right of $12^{\circ}58'00''$, 315.00 feet; thence southeasterly with a deflection angle to the right of $22^{\circ}30'00''$, 595.00 feet; thence southeasterly with a deflection angle to the left of $06^{\circ}01'00''$, to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the north right-of-way line of 47th Street South; thence east along said north right-of-way line to the westerly right-of-way line of the Wichita-Valley Center Flood Control (Condemnation Case A-30410); thence northwesterly along said westerly line to the north line of the Southwest Quarter of Section 14, Township 28 South, Range 1 West of the 6th P.M.; thence west along said north line and said line extended to a point 667.87 feet west of the east line of the Southeast Quarter of said Section 15; thence north parallel with said east line of said Section 15 a distance of 521.77 feet to the south line of Wheatland Addition, Sedgwick County, Kansas; thence east along said south line of said Addition and said south line extended to the east right-of-way line of Hoover Road; thence north along said east right-of-way line to the south right-of-way line of MacArthur Road; thence east along said south right-of-way line to the west line of MacWest Addition; thence south along said west line to the south line of said Addition; thence east along said south line to the west right-of-way line of West Street; thence north along said west right-of-way line to the north right-of-way line of MacArthur Road; thence easterly along said north right-of-way line to the east right-of-way line of West Street; thence north along said east right-of-way line to the most westerly southwest corner of Lot 1, Block A, Pretty Prairie Addition; thence east along the south line of said Lot 1 to a point 230 feet east of the west line of the Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M.; thence south along the west line of said Lot 1 to the south line of said Lot 1; thence southeasterly along said south line of said Lot 1 and the south line of Lot 2, Block A, Pretty Prairie Addition to the east line said Lot 2; thence north along said east line to the south line of Rainbow Sales Addition; thence east along said south line to the east line of said Addition; thence north along said east line to a point 350 feet north of the south line of said Southwest Quarter; thence east, parallel with said south line, 180 feet; thence north parallel to the east line of said Southwest Quarter, to the northern most southeast corner of Lot 1, Trimmel Addition; thence north along the east line of said Addition and the east line of Carmichael Addition to the southerly right-of-way line of Interstate 235 Highway; thence southerly and easterly along said right-of-way line to a point 1998.2 feet east of the west line of the Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th

P.M.; thence south parallel to said west line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to a point 359.34 feet west of the east line of said Southwest Quarter; thence north parallel to said east line to a point 359.34 feet west and 610.4 feet north of the southeast corner of said Southwest Quarter; thence east 194.34 feet to a point 610.4 feet north and 165 feet west of said southeast corner; thence north to a point 165 feet west of and 1326 feet north of said southeast corner, thence east to the east line of said Southwest Quarter; thence south along said east line to a point 1320.6 feet, more or less, north of the south line of the Southeast Quarter of said Section 12; thence east parallel with said south line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the north line of QuikTrip 13th Addition; thence west along said north line to the west line of said addition; thence south along said west line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to a point 168.3 feet north of the south line of the Northeast Quarter, Section 13, Township 28 South, Range 1 West of the 6th P.M.; thence west to a point 233.8 feet west of the east line of said Section; thence south 168.3 feet to the south line of the north half of said Section 13; thence west along said south line to the southeast corner of the Northwest Quarter of said Section 13; thence north along the east line of said Northwest Quarter to the north line of the south half of said Northwest Quarter; thence west along said north line to the east right-of-way line of West Street; thence south along said east right-of-way line to a point 754 feet north of the south line of the Southwest Quarter Section 13, Township 28 South, Range 1 West of the 6th P. M.; thence east parallel to said south line to a point 208.71 feet east of the west line of said Southwest Quarter; thence south parallel to the west line of said Southwest Quarter 135 feet; thence east parallel to the south line of said Southwest Quarter to a point 600 feet east of the west line of said Southwest Quarter; thence south parallel to said west line to the north right-of-way line of 47th Street South; thence east along said north right-of-way line to the west line of the Southeast Quarter of Section 13, Township 28 South, Range 1 West of the 6th P.M.; thence north along said west line to the north line of the south half of said Southeast Quarter; thence east along said north line to the west line of the east half of said Southeast Quarter; thence south along said west line to the north right-of-way line of 47th Street South; thence east along said north right-of-way line to a point 380 feet west of the east line of said Quarter Section; thence north parallel to said east line to a point 380 feet north of the south line of said Quarter Section; thence east parallel to said south line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the south right-of-way line of 47th Street South; thence west along said south right-of-way line to the west line of the east half of the Northeast Quarter of Section 24, Township 28 South, Range 1 West; thence south along said west line to the south line of said Northeast Quarter; thence west along said south line to the east line of the west half of the west half of said Northeast Quarter; thence north along said east line to the south right-of-way line of 47th Street South; thence west along said south

right-of-way line to the west line of said Northeast Quarter; thence south along said west line of said Northeast Quarter and the west line of the Southeast Quarter of said Section 24 to the south line of the north half of the Southeast Quarter; thence east along said south line and the south line of the North Half of the Southwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P.M. to the west line of the Southeast Quarter of said Section 19; thence south along said west line and said line extended to the south right-of-way line of 55th Street South; thence west along said south right-of-way line to the west line of the east half of the northeast quarter of the Northwest Quarter of Section 30, Township 28 South, Range 1 East of the 6th P.M.; thence south along said west line to the south line of the northeast quarter of said Northwest Quarter; thence east along said south line to the west line of the Northeast Quarter of Section 30, Township 28 South, Range 1 East of the 6th P.M.; thence south along said west line to the north line of the Southeast Quarter of said Section 30; thence east along said north line to a point 400 feet west of the east line of the west half of said Southeast Quarter; thence south parallel to said east line to the north right-of-way line of 63rd Street South; thence east along said north right-of-way line to the east right-of-way line of the Union Pacific Railroad; thence northeasterly along said east right-of-way line to the south line of the north half of Section 29, Township 28 South, Range 1 East of the 6th P.M.; thence east along said south line to the west line of the Southeast Quarter of said Section; thence south along said west line to the south right-of-way line of 59th Street South; thence east along said south right-of-way line to the west right-of-way line of Broadway Avenue; thence north along said west right-of-way line to the north line of said Southeast Quarter; thence east along said north line and the south line of the Northwest Quarter of Section 28, Township 28 South, Range 1 East of the 6th P.M. to the east line of said Northwest Quarter; thence north along said east line to the north line of the south half of the Northeast Quarter of Section 28, Township 28 South, Range 1 East of the 6th P.M.; thence east along said north line to the north line of the Riverside Drainage Canal; thence southeasterly and easterly along said north line to the west right-of-way line of Hydraulic; thence south along said west right-of-way line to the north line of Becker Addition, Sedgwick County, Kansas; thence west along said north line to a point 486.8 feet west of the east line of the Northeast Quarter of Section 28, Township 28 South, Range 1 East, said point being the west line of Becker Addition; thence south 301.17 feet along said west line to the north line of the Southeast Quarter of said Section 28; thence west along said north line to the east right-of-way line of the Kansas Turnpike; thence southerly along said east right-of-way line to the west line of said Southeast Quarter; thence south along said west line to the north right-of-way line of 63rd Street South; thence east along said north right-of-way line to the west right-of-way line of Hydraulic; thence south along said west right-of-way line to a point 660.04 feet north of the north line of the south half of the Northeast Quarter of Section 33, Township 28 South, Range 1 East of the 6th P.M.; thence west along a line parallel to said north line to a point 660.04 feet west of the east line of said Northeast Quarter; thence south along a line parallel to said east line to the north line of the south half of said

Northeast Quarter; thence west along said north line to the west line of said Northeast Quarter; thence south along said west line to the north right-of-way line of the Big Ditch Cowskin Floodway; thence southeasterly along said north right-of-way line to the west right-of-way line of Hydraulic Avenue; thence south along said west right-of-way line to the north line of the Southeast Quarter of Section 33, Township 28 South, Range 1 East of the 6th P.M.; thence east along said north line and said line extended to the north right-of-way line of the Big Ditch Cowskin Floodway; thence southeasterly and easterly along said north line to the south line of the Riverside Levee; thence northwesterly along said south line to the east line of the Southeast Quarter of Section 34, Township 28 South, Range 1 East; thence south along said east line to the north line of the south half of said Southeast Quarter; thence west along said north line to the east right-of-way line of Grove Street; thence north along said east right-of-way line to a point 203.32 feet south of the north line of said Southeast Quarter; thence east parallel to said north line to a point 320 east of the west line of said Southeast Quarter; thence north parallel to the west line of said Southeast Quarter and said line extended to a point 137 feet north of the north line of said Southeast Quarter; thence west parallel to said north line to the east right-of-way line of Grove Street; thence north along said east right-of-way line to a point located 831.96 feet, more or less, south of the north line of the Northeast Quarter of said Section 34; thence southeasterly a distance of 563.09 feet more or less; thence northeasterly 144.3 feet more or less to a point on the south line of the Riverside Levee; thence northwesterly along said south line to the east right-of-way line of Grove Street; thence north along said east right-of-way line and said east right-of-way line extended to the north right-of-way line of 63rd Street South; thence east along said north right-of-way line to the west line of the eastern portion of the Riverside Levee; thence northeasterly along said west line to the east line of the Southwest Quarter of Section 27, Township 28 South, Range 1 East of the 6th P.M.; thence north along said east line to the south line of Government Lot 7, located in the Southeast Quarter of Section 27, Township 28 South, Range 1 East of the 6th P.M.; thence east along said south line to the right bank of the Arkansas River; thence northerly along said right bank to the south line of Mona Kay Matlock Addition extended from the west; thence west along said extended line to the westerly right-of-way line of the Riverside Levee; thence northerly along said westerly right-of-way line to the north line of the Northwest Quarter of Section 22, Township 28 South, Range 1 East of the 6th P.M.; thence east along said north line to the right bank of the Arkansas River; thence northerly along said right bank to the northerly right-of-way line of the Kansas Turnpike; thence easterly and northerly along said northerly right-of-way line to the south line of the north half of Section 11, Township 28 South, Range 1 East of the 6th P.M.; thence east along said south line to the most southerly southeast corner of Turnpike Industrial 3rd Addition to Sedgwick County, Kansas; thence north along the east line of said Addition to the south line of said Addition; thence northeasterly and east along said south line to the southwest corner of Lot 1, Block A of Bradley Addition, Sedgwick County, Kansas; thence north along the west line of said Addition to the north line

of said Addition; thence east along said north line of said Addition and said line extended to the east right-of-way line of Oliver Street; thence north along said east right-of-way line to the south right-of-way line of 31st Street South; thence east along said south right-of-way line to a point 2,170.42 feet east of the northwest corner of the Northwest Quarter of Section 12, Township 28 South, Range 1 East of the 6th P.M.; thence 490.25 feet on a bearing of S 00°00'00"W; thence 253.90 feet on a bearing of S18° 46'00"W; thence 389.40 feet on a bearing of S50°29'00"W; thence 285.26 feet on a bearing of S62°51'00"W; thence 26.76 feet on a bearing of S68°07'15"W; thence 553.32 feet on a bearing of S34°39'05"E; thence 529.18 feet on a bearing of N73°30'20"E; thence 377.90 feet on a bearing of N13°25'00"E; thence 176.92 feet on a bearing of N76° 35'45"W; thence 100.00 feet on a bearing of N01°19'30"E; thence 146.51 feet on a bearing of N07°44'55"W; thence 89.02 feet on a bearing of N65°26'40"W to a point of intersection with a curve; thence northerly 421.20 feet along a curve to the left having a central angle of 19° 56'45" with a radius of 1209.92 feet, and with a great chord of 419.08 feet having a bearing of N12°50'55"E to a point of intersection with a radial line of said curve; thence 6.59 feet on a bearing of N87°07'30"W along the radial line of said curve to a point of intersection with a curve; thence northerly 294.20 feet along a curve to the left having a central angle of 11° 20'05" with a radius of 1489.52 feet, and with a great chord of 294.10 feet having a bearing of N02°47'30"W to a point of tangency; thence 30.33 feet on a bearing of N08°27'25"W along the tangent to the preceding curve to the south right-of-way line of 31st Street South; thence east along said south right-of-way line to the east right-of-way line of George Washington Boulevard; thence northerly along said east right-of-way line to the north right-of-way line of 31st Street South; thence east along said north right-of-way line to the east line of the Southwest Quarter of Section 1, Township 28 South, Range 1 East of the 6th P.M.; thence north along said east line to the north line of said Southwest Quarter; thence west along said north line to the east right-of-way line of George Washington Boulevard; thence northwesterly along said east right-of-way line to the south right-of-way line of the Kansas Turnpike; thence northeasterly along said south right-of-way line to a line 300 feet south of and parallel to the north line of the Northwest Quarter of said Section 1; thence east on said line to the east line of said Northwest Quarter; thence north along said east line and the east line of the Southwest Quarter of Section 36, Township 27 South, Range 1 East to the northerly right-of-way line of the Kansas Turnpike; thence northeasterly along said northerly right-of-way line to the south right-of-way line of Harry; thence east along said south right-of-way line to the west line of the east half of the Northeast Quarter, Section 31, Township 27 South, Range 2 East; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line to the west right-of-way line of Rock Road; thence south along said west right-of-way line to a point 40 feet south of the north line of the Northeast Quarter, Section 6, Township 28 South, Range 2 East of the 6th P.M.; thence east parallel to the north line of said Northeast Quarter and the north line of the Northwest Quarter, Section 5, Township 28 South, Range 2 East

of the 6th P.M., to the east right-of-way line of Rock Road; thence south along said east right-of-way line to the south line of said Northwest Quarter; thence east along said south line and said line extended to a point on the north line of the Southeast Quarter, Section 5, Township 28 South, Range 2 East, said point being 240 feet east of the northwest corner of said Southeast Quarter; thence south parallel with the west line of said Southeast Quarter, 1015.17 feet more or less to a point 310 feet north of the south line of the northwest quarter of said Southeast Quarter; thence west parallel with the south line of the northwest quarter of said Southeast Quarter 105 feet; thence south parallel with the west line of said Southeast Quarter 310 feet to a point on the south line of the northwest quarter of said Southeast Quarter; thence east along the south line of the northwest quarter of said Southeast Quarter, 578.01 feet; thence north parallel with the west line of said Southeast Quarter, 515 feet; thence northeasterly 281.42 feet more or less to a point 912 feet east of the west line of said Southeast Quarter as measured parallel with the north line of said Southeast Quarter and said point being 610.62 feet south of the north line of said Southeast Quarter as measured parallel with the west line of said Southeast Quarter; thence north parallel with the west line of said Southeast Quarter 483.57 feet; thence east at right angles to the last described line 18 feet; thence north parallel with the west line of said Southeast Quarter 127.05 feet to a point on the north line of said Southeast Quarter; thence east along said north line and the south line of the Northeast Quarter of Section 5, Township 28 South, Range 2 East of the 6th P.M. to a point 300 feet east of the west line of the east half of said Northeast Quarter; thence north parallel to said west line a distance of 365 feet; thence west parallel to the south line of said Northeast Quarter to the west line of the east half of said Northeast Quarter; thence north along the west line of said east half a distance of 406.66 feet; thence east parallel with the south line of said Northeast Quarter a distance of 184 feet; thence north parallel to the west line of the east half of said Northeast Quarter a distance of 498.11 feet to the south line of the northeast quarter of said Northeast Quarter; thence east along said south line and the south line of the northwest quarter of the Northwest Quarter of Section 4, Township 28 South, Range 2 East of the 6th P.M. to a point 612.88 feet east of the west line of said Section 4; thence S83°53'08"E, 64.29 feet; thence S75°45'41"E, 304.16 feet; thence S81°07'31"E, 357.15 feet to a point on the east line of the northwest quarter of said Northwest Quarter; thence north to the south right-of-way line of Pawnee Avenue; thence east along said south right-of-way line to the east line of said Northwest Quarter; thence north along said east line and the east line of the Southwest Quarter of Section 33, Township 27 South, Range 2 East of the 6th P.M. to the south line of the North Half of said Section 33; thence east along said south line and the south line of the North Half of Section 34, Township 27 South, Range 2 East of the 6th P.M. to the west line of the East Half of said Section 34; thence south along said west line and the west line of the Northeast Quarter of Section 3, Township 28 South, Range 2 East of the 6th P.M. to the south line of said Northeast Quarter; thence east along said south line to the east right-of-way line of 127th Street East; thence north along said east right-of-way line to the south right-of-way line

of Pawnee; thence east along said south right-of-way line to a point 1364.95 feet west of the east line of Section 2, Township 28 South, Range 2 East of the 6th P.M.; thence north parallel to said east line and the east line of Section 35, Township 27 South, Range 2 East of the 6th P.M. to the southeast corner of Reserve D, Sierra Hills 2nd Addition; thence northerly and easterly along the east line of said Addition to the northeast corner of Reserve E, said Addition; thence N79°52'54"E, 104.00 feet; thence N84°17'54"E, 535.00 feet; thence S00°47'54"W, 322.00 feet; thence N85°37'54"E, to the west right-of-way line of 143rd Street East; thence north along said west right-of-way line to the north line of the Southeast Quarter of Section 35, Township 27 South, Range 2 East of the 6th P.M.; thence west along said north line to the east line of the West Half of said Section; thence north along said east line and said line extended to the north right-of-way line of Harry Street; thence west along said north right-of-way line to a point 1,540.52 feet east of the west line of the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the 6th P.M.; thence north along a line parallel to said west line to a point in the centerline of a creek, said point being located 105 feet north of the south line of said Southwest Quarter; thence northerly and easterly along the centerline of the creek to a point 343.18 feet west of the east line of said Southwest Quarter; thence north parallel to said east line to the south line of the north half of said Southwest Quarter; thence east to the east line of said Southwest Quarter; thence north along said east line a distance of 627.26 feet; thence N32°21'18"W, 270.00 feet; thence N60°42'49"W, 632.00 feet; thence N28°20'44"W, 109.83 feet; thence S88°45'24"W, parallel with said north line, 134.79 feet; thence N01°14'36"W, 50.00 feet to the north line of said Southwest Quarter; thence east along said north line and north line of the Southeast Quarter of said Section 26 to a point located 1642.06 feet west of the northeast corner of said Southeast Quarter; thence south parallel to the east line of said Southeast Quarter to the north right-of-way line of Harry Street; thence west along said north right-of-way line to a point 1817 feet west of the east line of said Southeast Quarter; thence south on a line parallel to said east line and the east line of the Northeast Quarter of Section 35, Township 27 South, Range 2 East of the 6th P.M. to a point 177.02 feet south of the south line of Timber Valley Estates 3rd Addition, Sedgwick County, Kansas; thence southwesterly, 132.02 feet; thence southeasterly, 115 feet; thence southwesterly, 15 feet; thence southeasterly, 74 feet to a curve; thence southeasterly along said curve, 233.74 feet; thence easterly to an intersection with the west right-of-way line of 143rd Street East; thence north along said west right-of-way line to the south right-of-way line of Harry Street; thence east along said south right-of-way to the west line of the East Evangelical Free Church Addition, Sedgwick County, Kansas; thence south along said west line to the south line of said Addition; thence east along said south line a distance of 395 feet to the west line of Arbor Lakes Estates Addition, Sedgwick County, Kansas, said line being the west line of the northeast quarter of the Northwest Quarter of Section 36, Township 27 South, Range 2 East of the 6th P.M.; thence south along said west line a distance of 566.56 feet to the south line of the north half of said Northwest Quarter; thence east along said south line to the west line of the

Northeast Quarter of said Section 36; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line to the west right-of-way line of 159th Street East; thence north along said west right-of-way line to the north right-of-way line of Harry Street; thence east along said north right-of-way line to the east line of the Southeast Quarter of Section 25, Township 27 South, Range 2 East of the 6th P.M.; thence north along said east line to the north line of said Southeast Quarter; thence west on said north line to the east line of the Northwest Quarter of said Section 25; thence north on said east line to the south right-of-way line of Kellogg Drive; thence west on said south right-of-way line to the west line of the east half of said Northwest Quarter; thence south on said west line to the north line of the Southwest Quarter of said Section 25; thence west on said north line to the east right-of-way line of 143rd Street East; thence north along said east right-of-way line to the south right-of-way line of U.S. Highway 54; thence west along said south right-of-way line and the southerly right-of-way line of K-96 Highway to the east right-of-way line of 127th Street East; thence north along said east right-of-way line to the north right-of-way line of the Kansas Turnpike; thence northeasterly along said north right-of-way line to the south line of the Northwest Quarter, Section 23, Township 27 South, Range 2 East; thence west along said south line to the east line of Meadowland Addition, Sedgwick County, Kansas; thence northwesterly and west along the east line and the north line of said Addition to the east right-of-way line of 127th Street East; thence north along said east right-of-way line 341.91 feet, more or less, to the north right-of-way line of K-96 Highway; thence westerly and northerly along said north right-of-way line and the west right-of-way line of K-96 Highway to the north right-of-way line of Central; thence west along said north right-of-way line to the east right-of-way line of 127th Street East; thence north along said east right-of-way line to the point of beginning; and in addition thereto the following tracts of land described as: Tracts of land lying in the Northeast and Southeast Quarters of Section 14, Township 28 South, Range 1 West of the 6th P.M. described as:
Broad Street Industrial Park Addition to Sedgwick County, Kansas

And Also:

All of the Southeast Quarter of Section 1, Township 27 south, Range 2 East of the 6th P.M. EXCEPT beginning at a point 660.09 feet south of the northeast corner of said Southeast Quarter; thence west 480 feet; thence north 41 feet; thence west 110 feet; thence south 41 feet; thence west 342.46 feet to the east line of Monarch Landing 2nd Addition; thence south along said east line and the east line of Monarch Landing Addition to the southeast corner of Lot 3, Block 5 of said Monarch Landing Addition; thence east to a point on the east line of said Southeast Quarter, said point being 1320.30 feet more or less south of the northeast corner of said Southeast Quarter; thence north along said east line to the point of beginning, AND EXCEPT for that part designated as 21st Street North right-of-way, AND EXCEPT for that part designated as 159th Street East right-of-way .

And Also:

A tract of land located in the Southwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th P.M., described as: The south half of said Southwest Quarter, EXCEPT for that part designated as Webb Road right-of-way AND EXCEPT for that part designated as 45th Street North right-of-way.

And Also:

Tracts of land in Section 17 and Section 20, Township 26 South, Range 2 East of the 6th P.M., described as: Beginning at the southeast corner of the Southwest Quarter of said Section 17; thence north along the east line of said Southwest Quarter, 430.00 feet; thence west, parallel with the south line of said Southwest Quarter, 400.00 feet; thence south, parallel with the east line of said Southwest Quarter, 430.00 feet to a point on the south line of said Southwest Quarter; thence East along the south line of said Southwest Quarter, 400.00 feet to the point of beginning TOGETHER WITH that part of 53rd Street North described as: Beginning at the northeast corner of the Northwest Quarter of said Section 20; thence west along the north line of said Northwest Quarter to a point 400 feet west of the east line of said Northwest Quarter; thence south parallel with said east line to the south right-of-way line of 53rd Street North; thence east along said south right-of-way line to the east line of said Northwest Quarter; thence north along said east line to point of beginning.

And Also:

Tracts of land in the Northwest Quarter of Section 17, Township 26 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the south right-of-way line of 61st Street North and the east right-of-way line of the St. Louis and San Francisco Railroad, thence easterly and southerly along said east right-of-way line to a line parallel to and 370.01 feet west of the east line of said Northwest Quarter; thence north parallel with said east line to said south right-of-way line; thence west along said south right-of-way line to point of beginning.

And Also:

Tracts of land described as: The south 1000.06 feet of the west 1366.80 feet of the north half of the Southwest Quarter of Section 34, Township 26 South, Range 2 East of the 6th P.M EXCEPT for that part designated as Greenwich Road right-of-way.

And Also:

The east half of the west half of the Northwest Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M.; EXCEPT for the east 458 feet of the north 452 feet of said east half; AND EXCEPT for that part designated as K-96 right-of-way; AND EXCEPT for that part designated as 45th Street North right-of-way.

And Also:

The Southwest Quarter of Section 25, Township 26 South, Range 2 West of the 6th P.M.; EXCEPT for that part beginning at the southwest corner of said Southwest Quarter; thence north along the west line of said Southwest Quarter, 530 feet; thence east parallel to the south line of said Southwest Quarter, 290.4 feet; thence south parallel to said west line, 340 feet; thence west parallel to said south line, 61.14 feet; thence south parallel to said west line, 190 feet to the south line of said Southwest Quarter; thence west along said south line to point of beginning; AND EXCEPT that part designated as 37th Street North right-of-way; AND EXCEPT that part designated as 135th Street West right-of-way.

And Also:

A tract of land in the Northeast Quarter of Section 12, Township 27 South, Range 2 East of the 6th P.M., described as: Beginning at the intersection of the south right-of-way line of 21st Street North and the west right-of-way line of 159th Street East; thence west along said south right-of-way line to a point located 800 west of the east line of said Northeast Quarter; thence south, parallel with said east line, to a point 440.00 feet south of the north line of said Northeast Quarter; thence west, parallel with said north line a distance of 529.00 feet; thence south deflecting left 89°44'00", a distance of 2218.14 feet to the south line of said Northeast Quarter; thence east to the west right-of-way line of 159th Street East; thence north along said west right-of-line to the south right-of-way line of 21st Street North to the point of beginning

And Also:

Tracts of land in the Northwest Quarter of Section 34, Township 27 South, Range 2 West of the 6th P.M., described as: Beginning at a point of the south right-of-way line of U.S. Highway 54, said point being 1016 feet west of the east line of said Northwest Quarter; thence south parallel to the west line of said Northwest Quarter to a point 559.21 feet north of the north right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence west parallel to the north line of said Northwest Quarter 300 feet; thence north parallel to the west line of said Northwest Quarter to a point 531.59 feet, more or less, south of the north line of said Northwest Quarter;

thence west parallel to said north line to the east right-of-way line of 167th Street West; thence north along said east right-of-way line to the south right-of-way line of U.S. Highway 54; thence east along said south right-of-way line to point of beginning.

And Also:

Tracts of land in the Northeast Quarter of Section 34, Township 27 South, Range 2 West of the 6th P.M., described as: Beginning at the intersection of the south right-of-way line of U.S. Highway 54 and the east line of said Northeast Quarter; thence south along said east line 460 feet; thence west parallel to the north line of said Northeast Quarter 467 feet; thence north parallel to said east line to the south right-of-way line of U.S. Highway 54; thence easterly along said south right-of-way line to point of beginning.

And Also:

Tracts of land in the Northwest Quarter of Section 35, Township 27 South, Range 2 West of the 6th P.M., described as: Beginning at a point on the south right-of-way line of U.S. Highway 54, said point being 396.69 feet east of the west line of said Northwest Quarter; thence south parallel to said west line to a point 589.29 feet south of the north line of said Northwest Quarter; thence west parallel to said north line to the east right-of-way line of 151st Street West; thence south along said east right-of-way line 162.2 feet; thence east parallel with said north line to a point on the west line of United Industrial Addition, said point being 546.69 feet east of the west line of said Northwest Quarter; thence south along said west line of said Addition to the south line of said Addition; thence east along said south line and said south line extended to the east right-of-way line of United Circle; thence northerly along said east right-of-way line to the south right-of-way line of U.S. Highway 54; thence west along said south right-of-way line to the point of beginning.

And Also:

A tract of land in the Northeast Quarter of Section 17, Township 28 South, Range 1 West of the 6th P.M., described as: Eliot Second Addition, Wichita, Sedgwick County Kansas.

And Also:

Tracts of land described as: That part of the east half of the Northwest Quarter lying north of the railroad right-of-way in Section 36, Township 27 South, Range 2 West of the 6th P.M., except the portion condemned in Case A-38302 and except that portion deeded to the State of Kansas in Deed Book 1419, Page 413

And Also:

A tract of land in the Northeast Quarter of Section 14, Township 28 South, Range 1 West of the 6th P.M., described as: Beginning at the intersection of the west right-of-way line of West Street and the south line of said Northeast Quarter; thence west along said south line to the east line of the Missouri Pacific Railroad right-of-way; thence north along said east right-of-way line 642.44 feet; thence east parallel to the south line of said Northeast Quarter to the west right-of-way line of West Street; thence south along said west right-of-way line to point of beginning.

And Also:

The west 130 feet of the following described tract: Beginning at a point 180 feet west of the northeast corner of the Northwest Quarter of Section 24, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas; thence west along the north line of said Northwest Quarter, 510 feet; thence south parallel with the east line of said Northwest Quarter, 420 feet; thence northeasterly 563.8 feet, more or less, to a point 180 feet west and 180 feet south of the northeast corner of said Northwest Quarter; thence north 180 feet to the point of beginning, EXCEPT for that part designated as 47th Street South right-of-way.

And Also:

A tract of land in the Southwest Quarter of Section 24, Township 28 South, Range 1 West of the 6th P.M. described as: Lots 1, 2, 3 and 4, Deer Creek Estates Second Addition, Sedgwick County, Kansas

And Also:

A tract of land in the Northwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P. M., described as: Commencing at the northwest corner of said Northwest Quarter; thence S00°E along the west line of said Northwest Quarter 1139 feet for a place of beginning; thence continuing S00°E, 258.26 feet; thence N89°48'30"E, 683.76 feet; thence N00°E, 175 feet; thence N44°09'W, 132.99 feet; thence S88°36'W, 591.3 feet to the point of beginning, EXCEPT for that part designated as Meridian Avenue right-of-way.

And Also:

A tract of land in Section 11, Township 28 South, Range 1 East of the 6th P.M. described as: Lot 1, Block A, Dunnegan Industrial Addition, Wichita, Sedgwick County, Kansas

And Also:

Tracts of land in the Southwest Quarter of Section 26, the Southeast Quarter of Section 27, the Northeast Quarter of Section 34 and the Northwest Quarter of

Section 35, all of Township 28 South, Range 1 East of the Sixth Principal Meridian, described as; All of Lots 4 and 5, Block B, TOGETHER WITH all of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Block C, TOGETHER WITH all of Lots 6, 7, 8, 9, 10, and 11, Block E, TOGETHER with all of Lots 1, 2, 3, 4, and 5, Block F, all in Woodvale Addition, Sedgwick County, Kansas, TOGETHER WITH that part of Lot 3 in said Block B, and that part of Lots 3, 16, and 17 in said Block C, and that part of Lots 7, 8, and 9 in said Block D, and that part of Holyoke Ave., Clifton Ave., and 62nd St. So. as dedicated in said Woodvale Addition lying south of the following described line: Commencing at the SW corner of the SW $\frac{1}{4}$ of Sec. 26, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, said SW corner also being the SW corner of said Woodvale Addition; thence northerly along the west line of said SW $\frac{1}{4}$, and along the west line of said Woodvale Addition, 742.59 feet to the intersection with the south line of Right-of-Way Agreement, (Film 215, Page 1009), and for a point of beginning; thence easterly with a deflection angle to the right of 92°47'39", 310.00 feet; thence easterly with a deflection angle to the left of 02°46'24", 1006.62 feet to a point on the east line of the SW $\frac{1}{4}$ of said SW $\frac{1}{4}$, and on the east line of said Woodvale Addition, said point being 721.69 feet north of the SE corner of the SW $\frac{1}{4}$ of said SW $\frac{1}{4}$, said SE corner also being the SE corner of said Woodvale Addition, and there ending, TOGETHER with all of Myrtle Drive as dedicated in said Woodvale Addition, TOGETHER WITH all of Vassar Avenue as dedicated in said Woodvale Addition, TOGETHER WITH that part of Government Lot 1 in the NE $\frac{1}{4}$ of Sec. 34, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas and that part of Government Lot 4 in the SE $\frac{1}{4}$ of Sec. 27, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas lying northeasterly of the following described line: Commencing at the NE corner of said Government Lot 1; thence S01°09'09"E along the east line of said Government Lot 1, 795.57 feet to the mean high bank of the Arkansas River, and for a point of beginning; thence N51°09'09"W along said mean high bank, 200.00 feet; thence N33°51'09"W along said mean high bank, 148.00 feet; thence N68°04'58"W, 305.07 feet; thence N28°53'28"W along said mean high bank, 133.00 feet; thence N41°53'28"W along said mean high bank, 193.00 feet; thence N48°53'28"W along said mean high bank, 413.00 feet; thence N50°59'28"W along said mean high bank, 393.75 feet; thence N41°22'41"W along said mean high bank, 186.35 feet; thence N32°44'07"W along said mean high bank, 222.86 feet to a point on the south right-of-way line of Right-of-Way Agreement, (Film 215, Page 1009), and there ending, and lying south of that part of said Right-of-Way Agreement, (Film 215, Page 1009), described as follows: Commencing at the SE corner of said Government Lot 4; thence northerly along the east line of said Government Lot 4, 742.59 feet for a point of beginning; thence west with a deflection angle to the left of 89°58'45" a distance of 1006.10 feet; thence south 15.00 feet along a deflection angle to the left of 90°00'00"; thence west 300.00 feet along a deflection angle to the right of 90°00'00"; thence south 25.00 feet along a deflection angle to the left of 90°00'00" to a point, which point is 1306.10 feet west and 40.00 feet south of the point of beginning; thence west 335.00 feet, more or less, along a deflection

angle to the right of 90°00'00", to a point on the east established bank line of the Big Arkansas River, and there ending, TOGETHER with the west 20.00 feet of Right-of-Way Agreement, (Film 242, Page 464), lying in Government Lot 2 in the NW ¼ of Sec. 35, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, and TOGETHER WITH the west 20.00 feet of the south 275.93 feet of the north 335.93 feet of said Government Lot 2, EXCEPT for that part designated 63rd Street South.

And Also:

Tracts of land located in Sections 26 and 27, Township 28 South, Range 1 East of the 6th P.M. described as: The south 1082.30 feet of the northwest quarter of the Southwest Quarter of said Section 26, EXCEPT that part designated as Clifton Avenue right-of-way TOGETHER WITH the south 1082.30 feet of Government Lot 3 located in the Southeast Quarter of said Section 27.

And Also:

Tracts of land in Sections 22, 23, 26 and 27, Township 28 South, Range 1 East of the 6th P.M., described as follows: Beginning at the southeast corner of the southwest quarter of the Southwest Quarter of said Section 23; thence north along the east line of the southwest quarter of the Southwest Quarter of said Section, to a point 1314.48 feet south of the north line of the Southwest Quarter of said Section; thence west parallel to said north line, to the west right-of-way line of Clifton Street; thence north along said west right-of-way line to a point on the north line of Reserve "G", Meadowlake Beach Addition, Wichita, Sedgwick County, Kansas; thence S79°41'19"W along the north line of said Reserve "G" to a point 174.43 feet west of the east line of Lot 1, Pinaire Mobile Home Park to Sedgwick County, Kansas; thence N30°00'23"W, 35.00 feet; thence S59°59'37"W, 1154.85 feet to a point 225.61 feet north of the south line of said Lot 1; thence S89°59'54"W parallel with the south line of said Lot 1, 570.00 feet to a point on the west line of said Lot 1; thence S00°00'06"E, 225.61 feet to the southwest corner of said Lot 1, said point being on the north line of Government Lot 4, located in the Southeast Quarter of said Section 22; thence west along said north lot line to the east bank of the Arkansas River; thence south along said east bank to the intersection of said east bank and the centerline of a ditch, said point also being 830 feet south of the north line of Government Lot 2 in the Northeast Quarter of said Section 27; thence northeasterly along said ditch centerline to a point located 58.5 feet south of the north line of the southwest quarter of the Northwest Quarter of said Section 26 and 568 feet east of the west line of said southwest quarter of the Northwest Quarter; thence north along a line parallel to said west line to said north line; thence east along said north line to the west right-of-way line of Clifton Avenue; thence north along said west right-of-way line to the south right-of-way line of 55th Street; thence

west along said south right-of-way line to the west line of the Northwest Quarter of said Section 26; thence south along said west line to a point located 200 feet south of the northwest corner of said Northwest Quarter ; thence west along a line parallel to the north line of the Northeast Quarter of said Section 27 a distance of 765 feet; thence north parallel to the east line of said Section 27 and said Section 22 a distance of 800 feet; thence east parallel to the south line of said Section 22 a distance of 490 feet; thence south parallel to the east line of said Section 22 a distance of 190 feet; thence east parallel to the south line of said Section 22 a distance of 275 feet to the west line of the Southwest Quarter of said Section 23; thence south along said west line to the south line of the southwest quarter of the Southwest Quarter of said Section 23; thence east along said south line to the southeast corner of the southwest quarter of the Southwest Quarter of said Section 23 and point of beginning

And Also:

Tracts of land in the Southeast and Southwest Quarters of Section 23, Township 28 South, Range 1 East of the 6th P.M., described as: Beginning at the intersection of the north right-of-way line of 55th Street South and the west right-of-way line of the ATS&F Railroad, thence north along said west right-of-way line to the northeast corner of said Southwest Quarter; thence west along the north line of said Southwest Quarter to the east right-of-way line of Clifton Avenue; thence south along said east right-of-way line to the north right-of-way line of 55th Street South; thence east along said north right-of-way to the point of beginning.

And Also:

A tract of land in the Northwest Quarter of Section 8, Township 28 South, Range 2 East of the 6th P.M. described as:
Reserve B, Rocky Ford Industrial Park Addition, Sedgwick County, Kansas

And Also:

A tract of land in the Northwest Quarter of Section 8, Township 28 South, Range 2 East of the 6th P.M. described as:
Reserve C and Lot 7, Block A; both in Rocky Ford Industrial Park Addition, Sedgwick County, Kansas

And Also:

Tracts of land described as the North 1145 feet of the West half of the Northwest Quarter except the East 776.19 feet and except Chitwood Estates Fourth Addition, in Section 24, Township 28 South, Range 1 West of; AND EXCEPT for that part designated as West Street right-of-way and as 47th Street South right-of-way

AND

Beginning 706 feet West of the Northeast Corner of the West half of the Northwest quarter, thence West 70.19 feet, thence south 570 feet, thence east 70.19 feet, thence North to the beginning, in Section 24, Township 28 South, Range 1 West except for that part designated as 47th Street South right-of-way.

COLLECTIVELY Described as:

That part of the northwest quarter of the Northwest Quarter of Section 24, Township 28 South, Range 1 West lying north of 48th Street South right-of-way and west of Chitwood Estates 3rd Addition AND EXCEPT that part designated as West Street right-of-way and as 47th Street South right-of-way

And Also:

Tracts of land located in the Southwest Quarter of Section 36, Township 27 South, Range 2 East of the 6th P.M., described as commencing at the northwest corner of said Southwest Quarter; thence S89°48'32"E, along the north line of said Southwest Quarter, 40.00 feet for a place of beginning; thence continuing S89°48'32"E, along said north line, 1737.00 feet; thence S44°14'09"W, 322.00 feet; thence S11°01'16"W, 126.00 feet; thence S34°51'21"E, 155.00 feet; thence S41°53'26"W, 277.00 feet; thence N88°38'14"W, 70.00 feet; thence S40°39'47"W, 155.00 feet; thence S08°47'08"W, 287.00 feet; thence N85°43'21"W, 188.00 feet; thence S55°32'56"W, 206.00 feet; thence S06°13'33"W, 202.00 feet; thence S48°02'58"E, 120.00 feet; thence S39°58'11"W, 214.00 feet; thence S75°03'46"W, 358.00 feet; thence S42°11'12"W, 110.00 feet; thence N31°34'45"W, 110.00 feet; thence N70°03'54"W, 174.00 feet; thence N48°08'50"W, 143.00 feet to a point 40.00 feet East of the west line of said Southwest Quarter ; thence N00°04'42"W, parallel with said west line, 1566.00 feet to the point of beginning.

And Also:

Tracts of land in Sections 23 and 24, Township 27 South, Range 2 East of the 6th P.M., described as:

Beginning at the intersection of the east line of said Section 24 and the south right-of-way line of Central; thence south along said east line to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to the east line of the Southwest Quarter of said Section 24; thence north to the north line of said Southwest Quarter; thence west along said north line to the east line of the west half of said Southwest Quarter; thence south to the north right-of-way line of U.S.

Highway 54; thence west along said north right-of-way line to the east right-of-way line of K-96 Highway; thence northerly and easterly along said east right-of-way line and the southeast right-of-way line of the K-96 Highway/Kansas Turnpike interchange to the east right-of-way line of 143rd Street East; thence south along said east right-of-way line to a point 1275.27 feet north of the south line of the Northwest Quarter of said Section 24, said point being the westernmost northwest corner of Lot 2, Block A, Clark Estates Addition; thence S89°49'00"E, 29.23 feet; thence northerly 412.65 feet along the west line of said Lot 2 to the north line of said Addition; thence east along said north line 151.93 feet to the east line of said Addition; thence southerly along said east line to the southeast corner of Lot 1, Block A of said Addition and the north line of Shadybrook Meadow Addition; thence easterly 67.59 feet along said north line to the westernmost corner of Lot 3, Block A, of The Estates at Shadybrook; thence northerly and easterly along the west line of said Lot 3 and of Lots 4 and 5, Block A in said Addition to the northwest corner of said Lot 5; thence easterly 67.44 feet along the north line of said Lot 5 to the southwest corner of Lot 5, Block 1, Scottsdale at Shadybrook Farm Addition; thence northeasterly along the west line of said Addition to the south right-of-way line of the Kansas Turnpike Authority; thence northeasterly along said south right-of-way line to the south right-of-way line of Central Avenue; thence east along said south right-of-way line to the point of beginning.

And Also:

Tracts of land in the Southeast Quarter of Section 13, Township 27 South, Range 2 East of the 6th P.M., described as: Beginning at the intersection of the north right-of-way line of Central Avenue and the west line of said Southeast Quarter; thence north along said west line to the south right-of-way line of the Kansas Turnpike Authority; thence northeasterly along said south right-of-way line to the west right-of-way line of 159th Street East; thence south along said west right-of-way line to the north right-of-way line of Central Avenue; thence west along said north right-of-way line to point of beginning.

And Also:

Tracts of land in Section 26, Township 29 South, Range 4 West of the 6th P. M., Sedgwick County, Kansas described as: All of said Section EXCEPT the east 1396 feet of the south 537 feet AND EXCEPT for that part designated as perimeter road rights-of-way.

SECTION 2. That the following blocks, parcels, pieces and tracts of land be and they are hereby excluded from the corporate limits of the City of Wichita, even though completely surrounded by the territory of the City of Wichita, and nothing herein shall otherwise be construed as incorporating or including such blocks, parcels, pieces and tracts of land within the City limits, such lands being described as follows:

(a) Beginning at the intersection of the north line of Kellogg Street right-of-way and the Center Line of Woodlawn Boulevard; thence north along said Center Line to the Center Line of Douglas Avenue; thence west along said Center Line to the west line of Woodlawn Heights Addition; thence north along said west line a distance of 655 feet; thence east 377 feet; thence north 655 feet more or less, to the north line of the south half of the Northeast Quarter of Section 24, Township 27 South, Range 1 East of the 6th P.M.; thence east along said north line and the south line of Cresthill Manor Addition to the east line of the west half of Section 19, Township 27 South, Range 2 East of the 6th P.M.; thence south along said east line to the south line of Block U, Eastborough 3rd Addition; thence west to the east line of Block DZ, in said Addition, extended from the south; thence south along said east line and the east line of Block EZ, in said Addition, to the north right-of-way line of Kellogg Street; thence west along said north right-of-way line to the point of beginning.

(b) Tracts of land in Section 28, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at a point on the west right-of-way line of Greenwich Road, said point being 270 feet north of the south line of the Northeast Quarter of said Section 28; thence south along said west right-of-way line to the north line of the south half of the north half of the southeast quarter of the Southeast Quarter of said Section; thence west parallel to said south line to the west line of the southeast quarter of said Southeast Quarter; thence north along said west line to the north line of the southwest quarter of said Southeast Quarter; thence west along said north line to the west line of said Southeast Quarter; thence north along said west line to the south line of the Northeast Quarter of said Section 28; thence east along said south line to a point 1948 feet west of the east line of said Northeast Quarter; thence north parallel to said east line 270 feet; thence east parallel to the south line of said Northeast Quarter to point of beginning.

(c) A tract of land in the Southwest Quarter of Section 27, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at the intersection of the east right-of-way line of Greenwich Road and the north right-of-way line of Harry Street; thence north along said east right-of-way line to the north line of the south half of said Southwest Quarter; thence east along said north line to the east line of said Southwest Quarter; thence south along said east line to the north right-of-way line of Harry Street; thence west along said north right-of-way line to the point of beginning.

(d) A tract of land located in the Southeast Quarter of Section 28, Township 27 South, Range 2 East of the 6th P.M. described as: The southeast quarter of the southeast quarter of said Southeast Quarter of Section 28, EXCEPT for the east 600 feet of the south 600 feet thereof, AND EXCEPT that part designated as Harry Street right-of-way, AND EXCEPT that part designated as Greenwich Road right-of-way.

(e) A tract of land located in the Southwest Quarter of Section 33, Township 27 South, Range 2 East of the 6th P.M., described as: Lot 1, Block 1 Sedgwick County East Yard Addition, Sedgwick County, Kansas.

(f) The south half of the northeast quarter of the Southeast Quarter of Section 34, Township 27 South, Range 2 East of the 6th P.M., EXCEPT that part designated as 127th Street East right-of-way.

(g) Beginning at the south right-of-way line of Douglas and the west right-of-way line of 127th Street East; thence south along said west right-of-way line to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to a point 726 feet east of the west line of the Southeast Quarter of Section 22, Township 27 South, Range 2 East of the 6th P.M.; thence north parallel to said west line to a point 1320 feet north of the south line of said Southeast Quarter; thence west parallel to said south line to the west line of said Southeast Quarter; thence north along said west line to the south right-of-way line of Douglas; thence east along said south right-of-way line to the point of beginning.

(h) Tracts of land in Sections 9, 16 and 21, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at the intersection of the south right-of-way line of 13th Street North, and the east right-of-way line of Webb Road.; thence east along said south right-of-way line to a point 272.31 feet east of the west line of the Northeast Quarter of said Section 16; thence north parallel to said west line to the south line of the Southeast Quarter of said Section 9; thence east along said south line to the west line of the east half of said Southeast Quarter; thence north along said west line to the north right-of-way line of 13th Street North; thence east along said north right-of-way line to a point 585 more or less feet west of the east line of said Southeast Quarter; thence south parallel to said east line and said line extended to the south right-of-way line of 13th Street North; thence west along said south right-of-way line to a point 642.45 feet west of the east line of the Northeast Quarter of said Section 16, said point also being the northwest corner of Lot 1, Block 1, Kiser West Addition; thence south along the west line of said Lot 1 to the southwest corner of said Lot 1; thence S00°32'23"E, 279.88 feet; thence N88°56'33"E, 337.33 feet to the west line of said Addition; thence south along said west line to the southwest corner of Lot 9, Block 1 of said Addition; thence east along the south line of said Lot 9 to the west right-of-way line of Greenwich Road; thence south along said west right-of-way line to a point 663.23 feet north of the south line of

the Southeast Quarter of said Section 16; thence west parallel to said south line to a point 485 feet west of the east line of said Southeast Quarter; thence south parallel to said east line and said east line extended to the south right-of-way line of Central Avenue; thence east along said south right-of-way line to the west right-of-way line of Greenwich Road; thence south along said west right-of-way line to the north line of the southeast quarter of the Southeast Quarter of said Section 21; thence west along said north line to the west line of the southeast quarter of said Southeast Quarter; thence south along said west line to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to a point 1,164.56 feet east of the west line of the Southwest Quarter of said Section 21 and 63.7 feet north of the south line of said Section 21; thence N00°28'31"W, 670.57 feet; thence S89°07'07"W, 876.06 feet; thence N00°48'14"W, 96.07 feet; thence on a curve to the left having a radius of 163.00 feet, a chord bearing of N37°44'41"W, a chord length of 195.92 feet, and an arc length of 210.18 feet; thence on a curve to the right having a radius of 97.00 feet, a chord bearing N66°13'46"W, a chord length of 28.53 feet, and an arc length of 28.63 feet; thence on a curve to the left having a radius of 53.00 feet, a chord bearing of N74°19'38"W, a chord length of 30.20 feet, and an arc length of 30.63 feet; thence S89°07'07"W, 33.71 feet; thence on a curve to the right having a radius of 37 feet, a chord bearing of N75°45'58"W, a chord length of 19.30 feet, and an arc length of 19.52 feet to the east right-of-way line of Webb Road; thence north along said east right-of-way line to the south right-of-way line of Central Avenue; thence easterly along said south right-of-way line to the east right-of-way line of Elder, thence north along said east line to the center line of Chamberlin; thence west along said center line to the east line of Lot 45, Block 2, Lynch Addition to Travel Air City extended; thence north along said east line and the east lines of Lot 57 and 58, Block 2 of said Addition to the north line of said Lot 58; thence west along said north line to the east right-of-way line of Beech Road; thence north along said east right-of-way line to a point 91 feet south of the north line of the Southwest Quarter of said Section 16; thence west to the east line of the East Side Development Addition; thence north along said east line to the north line of said Addition; thence west along said north line to the east right-of-way line of Webb Road; thence north along said east right-of-way line to point of beginning.

(i) A tract of land in Sections 9, 10, and 15, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at the southwest corner of the northeast quarter of the Southeast Quarter of said Section 9; thence north along the west line of the northeast quarter of said Southeast Quarter to a point located 423.11 feet south of the north line of said Southeast Quarter; thence east parallel to said north line to the west right-of-way line of Greenwich Road; thence north along said west right-of-way line to the south line of the Northeast Quarter of said Section 9; thence east along said south line and the south line of the Northwest Quarter of said Section 10 to the east right-of-way line of Greenwich Road; thence north along said east right-of-way line to a point 75 feet north of the south line of the Northwest Quarter

of said Section 10; thence bearing N89°13'54"E, parallel with the south line of said Northwest Quarter, to a point 590 feet east of the west line of said Northwest Quarter; thence bearing N00°45'57"W, a distance of 330.00 feet; thence bearing S89°13'54"W, a distance of 135.00 feet; thence bearing N00°45'57"W, parallel with the west line of said Northwest Quarter, a distance of 545.00 feet; thence bearing N89°13'54"E, a distance of 350.00 feet; thence bearing N00°45'57"W, a distance of 150.00 feet; thence bearing N51°40'13"W, a distance of 251.26 feet; thence bearing N00°45'57"W, a distance of 87.55 feet to a point 610.00 feet east of the west line of said Northwest Quarter thence east to a point 998 feet east of the west line of said Northwest Quarter; thence south parallel to said west line, 610 feet; thence east parallel to the south line of said Northwest Quarter, to the west right-of-way line of K-96 Highway; thence north along said west right-of-way to the southeast corner of Reserve C in Cross Pointe, 2nd Addition, Sedgwick County; thence east parallel to said south line of said Northwest Quarter, to the east line of the West Half of said Section 10; thence south along said east line and the east line of the West Half of said Section 15 to the westerly right-of-way line of K-96 Highway; thence northerly along said westerly right-of-way line to the south line of the Burlington Northern Railroad right-of-way; thence west along said south right-of-way line a distance of 894.72 feet; thence south to a point 755.95 feet north and 1320 feet east of the southwest corner of the Southwest Quarter of said Section 10, said point being located on the north line of Dillon 12th Addition to Sedgwick County, Kansas; thence west along said north line and said north line extended to the west right-of-way line of Greenwich Road; thence north along said west right-of-way line to the south line of the northeast quarter of the Southeast Quarter of said Section 9; thence west along said south line to the southwest corner of the northeast quarter of the Southeast Quarter of said Section 9, said corner being the point of beginning.

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(j) The southwest quarter of the Northeast Quarter of Section 34, Township 26 South, Range 1 East of the 6th P.M., EXCEPT the south 660 feet of the east 330 feet of said southwest quarter of the Northeast Quarter.

(k) A tract of land in the Northeast Quarter of Section 30, Township 26 South, Range 1 East of the 6th P.M. described as: That part of said Northeast Quarter lying south of South Harbor Addition and west of KPTS Addition and west of USD 259 Addition.

(l) That part of K-96 Highway right-of-way lying in the Southeast Quarter of Section 15, Township 27 South, Range 2 East of the 6th P.M. lying west of 127th Street East.

(m) A tract of land located in the Southeast Quarter of Section 34, Township 26 South, Range 1 West of the 6th P.M. described as:

Beginning at the intersection of the north right-of-way line of 29th Street North and the west line of said Southeast Quarter; thence north along said west line to the north line of the south half of said Southeast Quarter; thence east along said north line to a point 1145 feet west of the east line of said Southeast Quarter; thence south parallel to said east line to the north right-of-way line of 29th Street North; thence west along said north right-of-way line to point of beginning.

(n) A tract of land located in the North Half of Section 33, Township 26 South, Range 1 West of the 6th P.M. described as:

Beginning at the intersection of the south right-of-way line of 37th Street North and the west right-of-way line of the Kansas Southwestern Railroad; thence east along said south right-of-way line to a point 360 feet west of the east line of the west half of the Northeast Quarter of said Section 33, thence southerly perpendicular to the north line of said Northeast Quarter, to a point 95 feet south of said north line ; thence S55°55'48"E, 30.01 feet; thence east parallel with the north line of said Northeast Quarter, 79.12 feet; thence N75°26'48"E, 16.46 feet; thence east parallel with the north line of said Northeast Quarter, 22.67 feet; thence S44°12'31"E, 45.52 feet; thence southeasterly, 350.27 feet, more or less, to a point on the east line of the west half of said Northeast Quarter, said point being 440 feet south of the northeast corner of the west half of said Northeast Quarter; thence south along said east line to the south line of the north half of said Section 33, thence west along said south line to the west right-of-way line of the Kansas Southwestern Railroad; thence northerly and westerly along said west right-of-way line to the south right-of-way line of 37th Street North and point of beginning.

(o) A tract of land located in the Northwest Quarter of Section 4, Township 27 South, Range 1 West of the 6th P.M. Kansas described as: Beginning at the intersection of the east line of said Northwest Quarter and the south right-of-way line of 29th Street North; thence south along said east line to a point 600 feet south of the north line of said Northwest Quarter; thence west 150 feet to a point 600 feet south of said north line; thence north parallel with the east line of said Northwest Quarter a distance of 450 feet; thence west 435 feet to a point 150 feet south of the north line of said Northwest Quarter; thence north parallel with the east line of said Northwest Quarter to the south right-of-way line of 29th Street North; thence east along said south right-of-way line to point of beginning.

(p) Tracts of land located in the Sections 15, 11, 3 and 10 all of Township 27 South, Range 1 West of the 6th P.M. described as:

Beginning at the intersection of the south right-of-way line of 21st Street North and the north line of the Missouri Pacific Railroad right-of-way; thence southeasterly along said north right-of-way line to the west right-of-way line of Interstate Highway 235; thence southerly and southwesterly along said west right-of-way line to the south right-of-way line of 13th Street, extended from the west; thence west along said south right-of-way line, to a point 3000.15' east of the west line of said Section 15, Township 27 South, Range 1 West of the 6th P.M.; thence north, to the north right-of-way line of 13th Street North; thence west along said north right-of-way line to the east right-of-way line of Ridge Road; thence north along said east right-of-way line to the south right-of-way line of 21st Street North; thence east along said south right-of-way line to point 1213.53 feet east of the west line of the Northeast Quarter of Section 10, Township 27 South, Range 1 West of the 6th P.M.; thence north to the north right-of-way line of 21st Street north; thence east along said north right-of-way line to the north right-of-way line of the Missouri Pacific Railroad; thence southeasterly to point of beginning.

(q) A tract of land in the Northwest Quarter of Section 29, Township 27 South, Range 1 West of the 6th P.M., described as follows: Beginning at a point on the south line of said Northwest Quarter, said point being 1665 feet west of the southeast corner of said Northwest Quarter; thence northeasterly for a distance of 173.30 feet; thence northeasterly with a deflection to the left of 00°04' for a distance of 353.81 feet; thence northeasterly with a deflection to the left of 01°31' for a distance of 443.94 feet; thence northeasterly with a deflection to the left of 36°27' for a distance of 337.02 feet; thence northwesterly with a deflection to the left of 42°41' for a distance of 114 feet, more or less, to the easternmost corner of Oatman Addition to Sedgwick County, Kansas; thence northwesterly along the east line of Oatman Addition to the northerly line of said Addition; thence northeasterly with a deflection to the right 57°46' for a distance of 290.95 feet, thence northeasterly with a deflection to the right of 22°44' for a distance of 462.24 feet; thence with a deflection to the left of 19°48' to the south right-of-way line of Maple Street; thence east along said south right-of-way line to the east line of said Northwest Quarter; thence south along said east line to the south line of said Northwest Quarter; thence west along said south line to point of beginning.

(r) Tract of land in the Southwest Quarter of Section 30, Township 27 South, Range 1 West described as:

Beginning at the northeast corner of said Section; thence south along the east line of said Southwest Quarter to the north line of Brady Addition; thence west along said north line to the west line of said Addition; thence south along said west line to a point 338 feet north of the north right-of-way line of U.S. Highway 54 as

condemned in Case No. A-38302; thence west parallel with said north right-of-way line for a distance of 284 feet; thence north parallel to the east line of said Southwest Quarter to a point 514.21 feet south of the north line of said Southwest Quarter; thence east parallel to said north line 482.37 feet; thence north parallel to the east line of said Southwest Quarter 260 feet; thence west parallel to the north line of said Southwest Quarter 482.37 feet; thence north parallel to the east line of said Southwest Quarter to the north line of said Southwest Quarter; thence east along said north line to point of beginning.

(s) A tract of land in the Southeast Quarter of Section 13, Township 28 South, Range 1 West of the 6th P.M. described as:

Beginning at a point on the west right-of-way line of Meridian Avenue, said point being 731.51 feet north of the south line of said Section; thence west parallel to said south line to a point 1270.5 feet west of the east line of said Section; thence south parallel to the east line of said Section 240 feet; thence east parallel to the south line of said Section to the west right-of-way line of Meridian Avenue; thence north to point of beginning.

(t) Tracts of land in the Northeast Quarter of Section 24, Township 28 South, Range 1 West of the 6th P.M. and the Northwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the west right-of-way line of Meridian Avenue and the south right-of-way line of 47th Street South; thence south along said west right-of-way line to the south line of said Northeast Quarter; thence east along said south line and the south line of said Northwest Quarter to the east line of the west half of said Northwest Quarter of Section 19; thence north along said east line to the south right-of-way line of 47th Street South; thence west along said south right-of-way line to point of beginning, EXCEPT that part platted as Lots 1 and 2, Block A, Edwards Estates Addition, Sedgwick County, Kansas.

(u) A tract of land in Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the east right-of-way line of West Street, said point being located on the south line of Phat An Temple Addition; thence east along said south line, to the east line of said Addition; thence north along said east line and the east line of Erin Springs Addition, to the north line of said Addition; thence west along said north line and the north line of Lucas Springs Addition, to the east right-of-way line of West Street; thence south along said east right-of-way line, to point of beginning.

(v) A tract of land in the Northwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the east line of said Northwest Quarter and the south right-of-way line of 47th Street South; thence south along said east line to a point 835 feet north of the south line of said Northwest Quarter; thence west parallel to said south line 40 feet; thence north parallel to said east line to the south right-of-way line of 47th Street South; thence east along said south right-of-way line to beginning.

(w) A tract of land in Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the east right-of-way line of West Street, said point being located 992.15 feet south, more or less, of the north line said Southwest Quarter; thence east along a line parallel to said north line, to a point 298.71 feet east of the west line of said Southwest Quarter and the southernmost southeast corner of Trimmel Addition; thence north along the east line of said Addition, 60 feet to the south line of said Addition; thence east along said south line, 26.29 feet; thence south 504.98 feet along a line parallel to the west line of said Southwest Quarter; thence west along a line parallel to the north line of said Southwest Quarter to the east right-of-way line of West Street; thence north along said east right-of-way line, to the point of beginning.

(x) A tract of land in the Southeast Quarter of Section 3, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at a point on the west right-of-way line of 127th Street East, said point being 744.45 feet south of the north line of said Southeast Quarter; thence west parallel to said north line to a point 258.72 feet west of the east line of said Southeast Quarter; thence north parallel to the east line of said Southeast Quarter 208.72 feet; thence east parallel to the north line of said Southeast Quarter to the west right-of-way line of 127th Street East; thence south along said west right-of-way line to point of beginning.

(y) A tract of land in the Southeast Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M. described as: Beginning 802.39 feet north and 1172.96 feet west of the southeast corner of said Southeast Quarter; thence north 75 feet; thence west 85 feet; thence south 75 feet; thence east 85 feet to beginning.

(z) A tract of land in the Northwest Quarter of Section 23, Township 26 South, Range 1 East of the 6th P.M. described as: Beginning at a point on the west line of said Northwest Quarter located 890 feet south of the north line of said Section 23; thence east parallel with said north line to a point 505 feet east of the west line of

said Northwest Quarter; thence N 53°52'52" E, a distance of 359.16 feet; thence N 90°00'00" E, a distance of 200.00 feet; thence S 00°08'44" E, parallel with the east line of the west half of said Northwest Quarter, a distance of 67.39 feet, more or less, to the approximate center line of a creek; thence following the approximate center line of said creek, S22°00'44"W, 47.92 feet; thence S16°02'04"W, 110.34 feet; thence S00°29'36"W, 84.54 feet; thence S09°57'36"W, 127.74 feet; thence S02°59'31"E, 145.34 feet; thence S16°06'19"W, 133.72 feet; thence S29°37'55"W, 120.21 feet; thence S54°33'50"W, 43.77 feet; thence S69°46'35"W, 53.87 feet; thence S61°36'54"W, 65.25 feet; thence S43°39'57"W, 79.48 feet; thence S30°03'00"W, 91.40 feet; thence S42°56'45"W, 87.09 feet to a point 530.00 feet east of the west line of said Northwest Quarter; thence west to a point on said west line, said point being 1760 feet, more or less, south of the north line of said Northwest Quarter; thence north along said west line to point of beginning, EXCEPT for that part designated as Hillside road right-of-way.

(aa) A tract of land in the northeast quarter of the Southwest Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M. described as: Beginning 680 feet south of the northwest corner of the northeast quarter of said Southwest Quarter, thence South 208.71 feet; thence east parallel with the north line of said Southwest Quarter, 417.42 feet; thence north 208.71 feet; thence west parallel with the north line of said Southwest Quarter, 417.42 feet to the point of beginning.

(bb) Tracts of land in Section 7, Township 28 South, Range 1 West of the 6TH P.M., described as: Beginning at a point on west right-of-way line of Maize Road, said point being located 777.66 feet south of the north line of said Section; thence west along a line parallel to said north line, to a point located 625 feet west of the east line of said Section; thence north parallel with said east line, 333.80 feet, more or less; thence east parallel with said north line, 256.47 feet; thence N01°35'13"E, 202.92 feet; thence east parallel with said north line to the west right-of-way line of Maize Road; thence south along said west right-of-way line to the point of beginning.

(cc) A tract of land described as that part of K-254 Highway right-of-way lying in the North Half of Section 27, Township 26 South, Range 1 East of the 6th P.M.

(dd) A tract of land in the east half of Section 27, Township 26 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the west right-of-way line of Hillside Avenue and the west right-of-way line of the Union Pacific

Railroad, thence south along said west right-of-way line of Hillside Avenue to the east right-of-way line of the Union Pacific Railroad; thence southwesterly along said east right-of-way line to a point 1,181.4 feet north of the south line of said Section; thence north parallel to the west line of the Southeast Quarter of said Section to the west right-of-way line of the Union Pacific Railroad; thence southwest along said west right-of-way line to a point on the t west line of said Southeast Quarter; thence north along said west line and the west line of the Northeast Quarter of said Section to the south line of the north half of said Northeast Quarter; thence easterly along said south line bearing N89°52'48"E a distance of 2262.56 feet to a point on the west right-of-way line of the Union Pacific Railroad; thence along said west right-of-way line bearing N30°19'25"E a distance of 339.04 feet; thence N59°40'35"W a distance of 25 feet; thence N30°19'25"E, to the west right-of-way line of Hillside and point of beginning.

(ee) A tract of land in the Northwest Quarter of Section 18, Township 26 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the east right-of-way line of Meridian Avenue and the south line of the north half of said Northwest Quarter, thence east along said south line to the east line of said Northwest Quarter; thence south along said east line to the south line of said Northwest Quarter; thence west along said south line to a point 700 feet east of the west line of said Northwest Quarter; thence north parallel to said west line 130 feet; thence west parallel to said south line 200 feet; thence south parallel to said west line 130 feet to the south line of said Northwest Quarter; thence west along said south line 60 feet; thence north parallel to said west line a distance of 230 feet; thence west parallel to said south line to the east right-of-way line of Meridian; thence north along said east right-of-way line to the point of beginning

(ff) Tracts of land in the Northeast Quarter of the Section 11, Township 27 South, Range 2 West of the 6th P.M. described as: All of the northeast quarter of the Northeast Quarter of said Section EXCEPT for that part designated as 21st Street North right-of-way AND EXCEPT for that part designated as 135th Street West right-of-way.

(gg) A tract of land in the Southwest Quarter of Section 31, Township 27 South, Range 1 West of the 6th P.M. described as: Beginning at the intersection of the east right-of-way line of 119th Street West and the north line of said Southwest Quarter, thence east along said north line to a point 316 feet east of the west line of said Southwest Quarter; thence south parallel to said west line a distance of 275.7 feet; thence west parallel to said north line to the east right-of-way line of 119th Street West; thence north along said east right-of-way line to point of beginning.

(hh) A tract of land in the Southwest Quarter of Section 31, Township 27 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the east right-of-way line of 119th Street West located 615 feet more or less south of the north line of said Southwest Quarter; thence east parallel to said north line to a point 335 feet east of the west line of said Southwest Quarter; thence south parallel to said west line a distance of 495 feet; thence west parallel to said north line to the east right-of-way line of 119th Street West; thence north along said east right-of-way line to the point of beginning.

(ii) A tract of land in the Southeast Quarter of Section 11, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the west right-of-way line of West Street, said point being located 335 feet south of the north line of said Southeast Quarter; thence west parallel with said north line to a point 500 feet west of the east line of said Southwest Quarter; thence north parallel with said east line a distance of 300 feet; thence east parallel to said north line to said west right-of-way line; thence south along said west right-of-way line to the point of beginning.

(jj) A tract of land in Section 7, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the south right-of-way line of 31st Street South located 538.07 feet east of the west line of the Northeast Quarter of said Section; thence S02°29'53"E parallel with said west line to a point 1142.10 feet, more or less, south of the north line of said Section; thence S90°00'00"W parallel with said north line, 538.07 feet to said west line; thence north along said west line to a point 990 feet south of said north line; thence west 220 feet, to a point 990 feet south of said north line; thence north, to the south right-of-way line of 31st Street South; thence east along said south right-of-way, to the point of beginning.

(kk) A tract of land in the Southeast Quarter of Section 36, Township 27 South, Range 2 West of the 6th P.M. described as: Beginning at a point located 660 feet west and 660 feet north of the southeast corner of said Southeast Quarter; thence east parallel to the south line of said Southeast Quarter to the west right-of-way line of 119th Street West; thence south and southwesterly along said west right-of-way line to the north right-of-way line of Pawnee Avenue; thence southwesterly and west along said north right-of-way line to a point 660 feet west of the east line of said Southeast Quarter; thence north parallel to said east line to point of beginning.

(ll) A tract of land in the Northeast Quarter of Section 6, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at the intersection of the south right-of-way line of Pawnee Avenue and the west right-of-way line of Maize Road, thence west along said south right-of-way line to a point 475 feet west of the east line of said Section; thence south parallel to said east line to point 943 feet south of the north line of said Section; thence east parallel to said north line to the west right-of-way line of Maize Road; thence north along said west right-of-way line to point of beginning.

(mm) A tract of land described as: The east 208 feet of the north 208 feet of the south 1308 feet of the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M., EXCEPT for that part designated as Hoover Road right-of-way.

(nn) A tract of land in the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M. described as: The north 208 feet of the west 417.42 feet of Government Lot 1, EXCEPT for that part designated as 45th Street road right-of-way.

(oo) A tract of land in Section 5, Township 28 South, Range 2 East of the 6TH P.M., described as: Commencing at the intersection of the south line of the northeast quarter of the Northeast Quarter of said Section 5 and the west right-of-way line of Webb Road; thence north along said west right-of-way line a distance of 332 feet to the point of beginning; thence west to a point 332 feet west of the east line of said Northeast Quarter, said point being located on the east line of Lot 5, Block 3, Turtle Run 2nd Addition; thence north along the east line of said Block 3, Turtle Run 2nd Addition a distance of 112 feet; thence east to the west right-of-way line of Webb Road; thence south along said west right-of-way line to the point of beginning.

(pp) A tract of land in Section 2, Township 27 South, Range 1 West of the 6th P.M. described as: Commencing at the Northwest Corner of said Section 2, thence south along the west line of said Section 1,168 feet to a Point of Beginning; thence east parallel to the north line of said Section a distance of 630.0 feet; thence south parallel to said west line a distance of 400 feet; thence west parallel to said north line a distance of 98.10 feet; thence north parallel to said west line a distance of 245.7 feet; thence west parallel to said north line a distance of 531.9 feet; thence north along said west line 154.3 feet to Point of Beginning Except for that part designated as Hoover Road right-of-way.

(qq) A tract of land in the Northeast Quarter of Section 2, Township 27 South, Range 1 West of the 6th P.M. described as: Beginning at the Northwest corner of the south half of said Northeast Quarter, thence east 647.85 feet; thence southwest along the northwest boundary of Emerald Bay Addition 979.38 feet to the west line of said Section 2; thence north along the west line of said Section 2 to Point of Beginning.

(rr) A tract of land described as: Beginning at the Northwest Corner of the east half of the Southwest Quarter of Section 2, Township 27 South, Range 1 West of the 6th P.M., thence east along the north line of said Southwest Quarter to the Northeast Corner of said Southwest Quarter; thence south along the east line of said Southwest Quarter to the north line of the south half of the Southeast Quarter of Section 2, Township 27 South, Range 1 West of the 6th P.M; thence east along said north line to the west line of the Big Slough-Cowskin Creek Floodway; thence southwesterly along said west line to the north right-of-way line of 21st Street North; thence west along said north right-of-way line to the east line of the Southwest Quarter of Section 2, Township 27 South, Range 1 West of the 6th P.M.; thence north along said east line to a point 264 feet north of the south line of said Southwest Quarter; thence west parallel to said south line a distance of 165 feet; thence south parallel to the east line of said Southwest Quarter to the north right-of-way line of 21st Street North; thence west along said north right-of-way line to the west line of the east half of said Southwest Quarter; thence north along said west line to the Point of Beginning.

SECTION 3. That if any part or portion of this Resolution shall be held or determined to be illegal, ultra vires or void, the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this Resolution in its entirety shall be held to be ultra vires, illegal or void, then in such event, the boundaries and limits of said City shall be held to be those heretofore established by law.

ADOPTED as amended in Wichita, Kansas, **this 15th day of December, 2015.**

ATTEST:

Jeff Longwell, Mayor

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and City Attorney